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 17, 2013

8:30 a.m. 1. ***PUBLIC COMMENT***

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]*** – Meet with legal counsel for discussion and advice regarding potential litigation (two cases).

3. ***REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]*** – Property: APN 035-140-17-0000, 101 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.

4. ***REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]*** – Property: APN 035-230-10-000000 and APN 035-230-11-0000000, 126 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.

5. ***REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]*** – Property: APN 035-200-019-000, 452 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.

6. ***REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]*** – Property: APN 035-200-017-000, 437 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.

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

OPEN SESSION

10:00 a.m. ***PLEDGE OF ALLEGIANCE***

8. ***PUBLIC COMMENT***

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

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

10. ***Information Services*** – Request approval of a blanket purchase order to Pitney Bowes Purchase Power for postage in an amount not to exceed $68,000

11. ***Motor Pool*** – Request Board, contingent upon the Board's adoption of a FY 2013-14 budget: A) award the bid to and approve the purchase from Eastern Sierra Motors as the low bidder of two (2) 2014 Ford Escapes in an amount not to exceed $47,677.90; and B) award the bid to and approve the purchase from Perry Motors as the low bidder of two 2014 Toyota Rav4 4x4's in an amount not to exceed $53,217.38.

12. ***Motor Pool*** – Request Board award the bid to and approve the purchase from Perry Motors, as the low bidder, of one (1) 2014 Toyota Tundra 4x2 double cab truck in an amount not to exceed $25,494.67.

PUBLIC WORKS

13. Request Board approve A) the Inyo County Labor Compliance Program and B) a resolution titled "A Resolution of the Board of Supervisors of the County Of Inyo, State of California Authorizing the Adoption of a Labor Compliance Program for Public Works Projects."

ENVIRONMENTAL HEALTH

14. Request Board A) declare IDEXX Laboratories, Inc., as a sole-source provider of certain water laboratory supplies for FY 2013-14 and B) approve a blanket purchase order for water testing supplies from IDEXX Laboratories, Inc., in an amount not to exceed $10,000, contingent upon the Board's adoption of an FY 2013-14 budget.

PUBLIC WORKS

15. Request approval of Amendment No. 7 to the Contract between the County of Inyo and Nichols Consulting Engineers increasing the amount of the Contract by $38,915 to an amount not to exceed $288,595, contingent upon the Board's adoption of future budgets; extending the term of the Contract to an ending date of September 30, 2014; and authorize the Chairperson to sign.

ROAD DEPARTMENT

16. Request approval of blanket purchase orders in the amounts noted to the following, contingent upon the Board's adoption of a FY 2013-14 budget; Britt's Diesel & Automotive - $30,000; Steve's Auto & Truck Parts - $20,000; Dave's Auto Parts - $30,000; Brown's Supply - $10,000; Blaine Equipment - $10,000; and Mission Linen - $60,000.

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

17. ***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 were directed by your Board to be included in the Final Budget; and 2) any other changes which may be made as a result of this discussion; B) adopt the FY 2013-2014 Final Budget as recommended by the County Administrator and as amended, as necessary; C) approve a resolution adopting the Final Budget for Fiscal Year 2013-2014; D) provide direction, including considering authorizing and directing, the County Administrator and Auditor-Controller to approve and make payments, greater than $10,000 to Inter-Agency Visitor Center, Cal-Expo Exhibit, and Tri-County Fairgrounds, as provided for in the Advertising County Resources budget; and E) provide direction, including considering authorizing and directing, the County Administrator to develop and execute contracts with all Grants-In-Support program funding recipients identified in the Grants-In-Support budget.

18. ***BOARD OF SUPERVISORS – Supervisor Mark Tillemans*** – Request Board discussion and direction to staff concerning the disposition of the County owned land adjacent to the Big Pine Fire Station.

19. ***HEALTH & HUMAN SERVICES – Health Services*** – Request Board ratify and approve Agreement No. 13-20052 between the County of Inyo and the California Department of Public Health for the provision of HIV/AIDS care and support services to individuals living with HIV/AIDS or at risk of HIV infection for a total amount of $56,817 for the period of July 1, 2013 through March 31, 2014, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign the Agreement Amendment, the Certification regarding Lobbying, Contractor Certification, and the Darfur Contracting Act Certification.

20. ***SHERIFF'S DEPARTMENT*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator and Auditor-Controller; B) approve the internal recruitment and filling of one Corporal position at Range 070SA-070SD ($4,423 - $6,078) and C) approve the hiring of two Deputy Sheriff positions at Range 67SA-SC ($4,027 – $5,402).

21. ***PROBATION*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the positions of Group Counselors exists as certified by the Chief Probation Officer, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, the vacancies could be filled through an open recruitment, however, a closed department recruitment would be more appropriate for these vacancies; and C) approve the hiring of one full-time Group Counselor I at Range 62 ($3,426 – $4,166) and one part-time B-Par Group Counselor I at Range 062PT ($3,426 - $4,166/20-29 hours a week) contingent upon the Board's adoption of a FY 2013-14 budget.

22. ***PUBLIC WORKS – Airports*** – Request approval of the Grant Agreement between the County of Inyo and the FAA for the Bishop Airport Runway 16-34 and Exits Overlays and Complete Airport Lighting and Signing Rehabilitation Project, in the amount of $479,141, contingent upon the Board's adoption of future budgets; and authorize the Public Works Director to sign, contingent upon review and approval of agreement by County Counsel, and the appropriate signatures being obtained.

23. ***PUBLIC WORKS – Airports*** – Request approval of the Grant Agreement between the County of Inyo and the FAA for the Bishop Airport Layout Plan Update and Narrative Report, in the amount of $278,514, contingent upon the Board's adoption of future budgets; and authorize the Public Works Director to sign, contingent upon review and approval of the agreement by County Counsel, and the appropriate signatures being obtained.

24. ***WATER DEPARTMENT*** – Request discussion and direction regarding County attendance at the Great Basin Water Forum in Bishop, October 17-18, 2013.

25. ***PLANNING*** – Request Board receive a presentation from Staff regarding coordination with Forest Service staff concerning the Inyo National Forest Plan Update/Revision, and provide input, and review draft correspondence to the Forest Service and authorize the Chairperson to sign.

26. ***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.

27. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

28. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request your Board: A) approve a resolution entitled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Confirming and Ratifying the Declaration by the Director of Emergency Services for the County of Inyo, Proclaiming the Existence of a Local Emergency" related to a severe monsoonal weather system which swept over portions of Inyo County, beginning August 18th and continuing to date, resulting in torrential rains and flash-flooding throughout Inyo County; and, B) authorize the County Administrative Officer or his designee to make revisions to the resolution, as appropriated or if requested by the Office of Emergency Services, and to proceed in executing the resolution without further review by your Board.

29. ***COUNTY ADMINISTRATOR – Grand Jury*** – Request Board approve the report to Judge Dean Stout, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2012-13 Grand Jury Final Report; and authorize the County Administrator to sign the transmittal letter.

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

11:00 a.m. 30. ***WATER DEPARTMENT*** – Request Board conduct a workshop on the Coso/Hay Ranch Groundwater Transfer Project.

1:30 p.m. 31. ***AUDITOR-CONTROLLER*** – Request Board conduct a workshop to receive information concerning Property Tax Administration.

32. ***AUDITOR-CONTROLLER*** – Request Board

A) authorize a one-year set rate of 1.5% per parcel collection fee to be levied against Southern Inyo Fire Protection District for collection of emergency services assessments on the Fiscal Year 2013-14 secured tax roll; and

B) reconsider or reconfirm the current waiver of special assessment fees for Southern Inyo Hospital for the collection of their parcel tax.

33. ***SOUTHERN INYO FIRE PROTECTION DISTRICT*** – Request Board take the following actions as requested in the Districts Resolution: A) reimburse the District in an amount equal to the difference between the one and one-half percent (1.5%) and the actual fee charged for FY 2003-2004; and B) reduce the collection fee charged to the District to an amount equal to one and one-half percent (1.5%) of the total tax collected until the Inyo County Board of Supervisors adopts a fee schedule that reflects the actual costs to the County for collection of Measure J monies.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

34. ***PUBLIC COMMENT***

CORRESPONDENCE - INFORMATIONAL

35. ***LICENSES*** – Application for alcoholic Beverage License for the Village Café in Bishop.

36. ***SHERIFF*** – Sheriff's and Jail Overtime Report for the month of July, 2013.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
2-3-4-
5-6

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session 8:30 ☐ Informational

FROM: **COUNTY COUNSEL**

TO: **THE BOARD MEETING OF: September 17, 2013**

SUBJECT: **ISSUES TO BE DISCUSSED IN CLOSED SESSION**

DEPARTMENTAL RECOMMENDATION:

***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION* [Pursuant to *Government Code § 54956.9(c)]*.** – Meet with legal counsel for discussion and advice regarding Potential Litigation (two cases).

REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]. - Property: APN:035-140-17-0000, 101 Old Mammoth Road, Mammoth Lakes, California 93546 - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director Child Support Svs., Clint Quilter, Director Public Works and Jim Tatum, Deputy Public Works Director -- Negotiations: Terms and Conditions

REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]. - Property: APN:035-230-10-000000 and APN:035-230-11-0000000, 126 Old Mammoth Road, Mammoth Lakes, California 93546 - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director Child Support Svs., Clint Quilter, Director Public Works and Jim Tatum, Deputy Public Works Director -- Negotiations: Terms and Conditions

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REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]. - Property: APN 035-200-017-000, 437 Old Mammoth Road, Mammoth Lakes, California 93546 - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director Child Support Svs., Clint Quilter, Director Public Works and Jim Tatum, Deputy Public Works Director -- Negotiations: Terms and Conditions

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: MO Date 9/11/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Margaret Kemp-Williams /g Date: 9/11/13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
10

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **September 17, 2012**

SUBJECT: Authorization to issue blanket purchase order for postage

DEPARTMENTAL RECOMMENDATION:

Request your Board A) Authorize the issuance of a blanket purchase order in the total amount of $68,000 to Pitney Bowes Purchase Power from the Information Services Budget 011801, Object Code 5236 (Information Services Postage) contingent on Board approval of FY 2013-14 budget.

SUMMARY DISCUSSION:

Information Services processes mail daily for various County departments. The cost of postage related to this activity is requested in the Information Services budget annually. Information Services uses Pitney Bowes postages machines, selected though a competitive bid process and approved by your Board in December, 2013, to apply postage to mail. The Pitney Bowes machines are metered and will only allow postage to be applied up to the amount on account with Pitney Bowes. Approximately every two months, Inyo County's postage account with Pitney Bowes is refreshed. The Auditor's Office has requested that annually a blanket purchase order for the amount of estimated postage be created and that the cost of each postage refresh be applied towards the blanket purchase order.

ALTERNATIVES:

Your Board could choose not to approve this request in which case each postage refresh purchase would need to approved through the County purchasing policy process.

OTHER AGENCY INVOLVEMENT:

Auditor's Office, Purchasing Department

FINANCING:

Funding for postage costs are requested in the FY 2013-14 Information Services 011801 budget, Object Code 5236 (Information Services Postage).

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 9/12/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 9/12/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

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: Motor Pool

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Purchase of 2013-2014 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION: Request your Board award a bid to Eastern Sierra Motors of Bishop as the low bidder for the purchase of the following vehicles: two (2) 2014 Ford Escapes in the amount of $47,677.90, and to Perry Motors as the low bidder for the purchase of the following vehicles: two (2) 2014 Toyota Rav4's 4x4 in the amount of $53,217.38. This is a total of $ 100,895.28. These purchases are included in the 2013-2014 Preliminary Budget, and are contingent upon the Boards adoption of the FY 2013-2014 budget.

SUMMARY DISCUSSION: Motor Pool sought bids for the purchase of these four vehicles from several vendors: Eastern Sierra Motors of Bishop, Perry Motors of Bishop, Towne Ford of Redwood City, Hunter Dodge of Lancaster, Cerritos Dodge of Cerritos, Penske Chevrolet of Cerritos, and David Wilson Fleet Group of Orange. These four vehicles will replace vehicles that have met the Motor Pool Replacement Criteria, that being age and dependability, high mileage or excessive repair costs. The bid summary is listed in Attachment A.

Motor Pool included $417,000 in the 2013-2014 Preliminary Budget as well as in the FY 2013-2014 Motor Pool Budget.
Any vehicle that is scheduled to be replaced will be evaluated and may ultimately replace an older vehicle currently being utilized by various county departments as in-county transportation. The remaining vehicles will be sold through the sealed bid and auction process.

ALTERNATIVES: Your Board could choose not to award the bids and not purchase the vehicles at this time. It is not Staff's recommendation due to the fact that the vehicles to be purchased are intended to replace aging, high mileage vehicles. Motor Pool personnel have evaluated each vehicle and have determined that the vehicles to be replaced meet or exceed the Motor Pool Replacement Policy criteria, that being high mileage, age and/or excessive repairs.

OTHER AGENCY INVOLVEMENT: County Departments

FINANCING: The vehicles recommended for purchase have been included in the FY 2013-2014 Motor Pool Preliminary Budget 200100, Object Code 5655 and are contingent upon the Boards adoption of the FY 2013-2014 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: Margaret Kemp Williams Date: 09/10/13
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: 9/11/2013 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: Pam Glennaty Date: 9/11/13
(Not to be signed until all approvals are received)

ATTACHMENT A

VEHICLES	DEPARTMENT	VENDOR	COST
(2) 2014 RAV 4 4X4	ENV HEALTH	Perry Motors	$26,608.69
		Eastern Sierra Motors	$26,706.35
		Penske Chevrolet	No Bid
		Hunter Dodge	No Bid
		Wilson's Ford/Mazda	No Bid
		Towne Ford Sales	No Bid
(2) 2014 FORD ESCAPE SE	HHS/ESAAA	Eastern Sierra Motors	$23,838.95
		Perry Motors	$25,197.54
		Penske Chevrolet	No Bid
		Hunter Dodge	No Bid
		Wilson's Ford/Mazda	No Bid
		Towne Ford Sales	No Bid

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: Motor Pool

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Purchase of 2013-2014 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION: Request your Board award a bid to Perry Motors as the low bidder for the purchase of the following vehicle: one (1) 2014 Toyota Tundra 4x2 double cab in the amount of $25,494.67. This purchase is included in the 2013-2014 Preliminary Budget, and is contingent upon the Boards adoption of the FY 2013-2014 budget.

SUMMARY DISCUSSION: Motor Pool sought bids for the purchase of a half-ton pickup truck from several vendors: Eastern Sierra Motors of Bishop, Perry Motors of Bishop, Towne Ford of Redwood City, Hunter Dodge of Lancaster, Cerritos Dodge of Cerritos, Penske Chevrolet of Cerritos, and David Wilson Fleet Group of Orange. This vehicle will replace a vehicle that has met the Motor Pool Replacement Criteria, that being age and dependability, high mileage or excessive repair costs.

Bid Summary:

Perry Motors	$25,494.67	All other bidders – no response
Eastern Sierra Motors	$27,965.09	

Motor Pool included $417,000 in the 2013-2014 Preliminary Budget as well as in the FY 2013-2014 Motor Pool Budget.
Any vehicle that is scheduled to be replaced will be evaluated and may ultimately replace an older vehicle currently being utilized by various county departments as in-county transportation. The remaining vehicles will be sold through the sealed bid and auction process.

ALTERNATIVES: Your Board could choose not to award the bids and not purchase the vehicles at this time. It is not Staff's recommendation due to the fact that the vehicles to be purchased are intended to replace aging, high mileage vehicles. Motor Pool personnel have evaluated each vehicle and have determined that the vehicles to be replaced meet or exceed the Motor Pool Replacement Policy criteria, that being high mileage, age and/or excessive repairs.

OTHER AGENCY INVOLVEMENT: County Departments

FINANCING: The vehicle recommended for purchase has been included in the FY 2013-2014 Motor Pool Preliminary Budget 200100, Object Code 5655 and are contingent upon the Boards adoption of the FY 2013-2014 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: Margaret Kemp-Williams Date 09/10/13
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: [illegible] Date 9/11/2013
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: Pam Stemmerly Date: 9/11/13
(Not to be signed until all approvals are received)

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: Public Works

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Inyo County Labor Compliance Program

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve the attached Inyo County Labor Compliance Program (ICLCP); and,
2. Approve the attached Resolution to adopt the ICLCP.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Currently, Inyo County Public Works includes, in public works project bid packages and related contracts, statements regarding contractor compliance with California State Public Contract Code and Labor Code requirements as they relate to fair labor practices and prevailing wage rates.

At the present time Public Works has two (2) projects that are funded from a CA Department of Water Resources (DWR) Proposition 84 Grant program. This Grant program requires the construction contract Awarding Agency (i.e. Inyo County) have a State Department of Industrial Relations (DIR) "approved" Labor Compliance Program prior to advertising these projects to receive bids. The attached Inyo County Labor Compliance Program, presented for your review and approval, will comply with this funding mandate. If approved by your Board, this ICLCP and the adopting Resolution will be submitted to the State DIR Director for their review and approval. Once approved by the State DIR, this ICLCP will be used on future projects with similar funding constraints. If approved, this ICLCP will also serve as a benchmark reference for ensuring labor compliance in future public works projects.

ALTERNATIVES:

Not approve the Inyo County Labor Compliance Program and adopting Resolution. This is not recommended because Inyo County needs to have a DIR "approved" Labor Compliance Program for two (2) currently funded Public Works projects.

OTHER AGENCY INVOLVEMENT:

1) Public Works Department for the development of the Inyo County Labor Compliance Program; 2) County Counsel for review and approval of the ICLCP; and, 3) State Department of Industrial Relations for review and approval of the ICLCP.

FINANCING:

Minimal staff time was involved in creating the Inyo County Labor Compliance Program, which was based on another DIR approved Labor Compliance Program.

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 9/11/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 9/11/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 9/11/13

RESOLUTION # 2013 -

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE ADOPTION OF A LABOR COMPLIANCE PROGRAM FOR PUBLIC WORKS PROJECTS

WHEREAS, the Office of County Counsel, County of Inyo, has determined that the INYO COUNTY LABOR COMPLIANCE PROGRAM, dated August, 2013, meets the requirements for a Labor Compliance Program (LCP), as indicated by the California State Department of Industrial Relations and, recommends approval of said program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Inyo hereby approve and adopt the INYO COUNTY LABOR COMPLIANCE PROGRAM, dated August, 2013.

Passed, approved and adopted this _____th day of September, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

By: _____
Assistant Clerk to the Board

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

Inyo County Labor Compliance Program

July 2013

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I. INTRODUCTION

Inyo County Department of Public Works (Inyo County) issues this Labor Compliance Program (LCP) manual for the purpose of identifying its policy, responsibilities and procedures applicable to the labor compliance provisions of State and Federal funded construction contracts.

In establishing this Labor Compliance Program, Inyo County adheres to the statutory requirements as outlined in Section 1771.5(b) of the Labor Code and the provisions contained in California Code of Regulations Section 16000 et seq. It is Inyo County's intent to actively enforce this Labor Compliance Program on all projects required by statute to enforce or contract to enforce a Labor Compliance Program that contains or meets the requirements of Labor Code Section 1771.5. Should any applicable Labor Code or Code of Regulations undergo revision or deletion, Inyo County will modify that portion of the program to comply with the modified or deleted sections.

Questions regarding Inyo County's Labor Compliance Program should be directed to:

Jeff Ahlstrom, Senior Civil Engineer - LCO
Inyo County Public Works
PO Drawer Q
Independence, CA 93526
(760) 878-0200
Fax (760) 878-2001

II. PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates apply to all public works contracts valued at $1,000 or more, as set forth in Labor Code Section 1771 *et seq.*, including, but not limited to, such types of work as construction, alteration, demolition, installation or repair, work, as set forth in Labor Code Sections 1720 *et seq.* The Director of Industrial Relations determines, from time to time, the appropriate prevailing wage rates for particular construction trades and crafts by county and publishes those determinations through the Division of Labor Statistics and Research (DLSR).

A. Types of Contracts to Which Prevailing Wage Requirements Apply

Whenever an Awarding Body either is required by statute to enforce or contract to enforce a Labor Compliance Program that contains or meets the requirements of Labor Code Section 1771.5, or has elected to enforce such a program, the Awarding Body must have its own program that has been approved by the Director pursuant to these regulations.

A list of statutes that require Awarding Bodies to have a Labor Compliance Program as a condition of project authorization, project funding, or use of specified contracting authority shall be maintained on the Department of Industrial Relations' website.

III. COMPETITIVE BIDDING ON PUBLIC WORKS CONTRACTS

Awarding Bodies publicly advertise upcoming public works projects to be awarded according to a competitive bidding process. All bid advertisements or bid invitations and all construction contracts shall contain appropriate language concerning the requirements of the Public Works chapter of the Labor Code.

IV. PRE JOB CONFERENCE MEETING

A Pre-Job conference meeting shall be held prior to the start of construction with all contractors and listed subcontractors. At that meeting, Inyo County will discuss applicable State and Federal labor law requirements and will provide the contractor and each attending subcontractor with a Checklist of Labor Law Requirements which addresses:

1. The contractor's and subcontractors' duty to pay prevailing wages (Labor Code Section 1770, *et seq.*) should the project exceed the exemption amounts;
2. The contractors and subcontractor's duty to employ registered apprentices on public works projects (Labor Code Section 1777.5);

3. The penalties for failure to pay prevailing wages for nonexempt projects, failing to employ apprentices, and failing to submit Certified Payroll reports which include forfeitures and debarment (Labor Code Sections 1775, 1776, 1777, and 1813);
4. The requirement to maintain and submit copies of certified payroll reports records to Inyo County's LCP Representative (Labor Code Section 1776) on a weekly basis and as stipulated in contract documents. This requirement includes and applies to all subcontractors performing work on agency projects even if their portion of the work is less than one- half of 1 percent of the total amount of the contract, and penalties for failure to do so (Labor Code Section 1776(g);
5. The prohibition against employment discrimination (Labor Code Sections 1735 and 1777.6; the Government Code; and Title VII of the Civil Rights Act of 1964, as amended);
6. The prohibition against accepting or extracting kickbacks from employee wages (Labor Code Section 1778);
7. The prohibition against accepting fees for registering any person for public works (Labor Code Section 1779) or for filling work orders on public works (Labor Code Section 1780);
8. The requirement to list all subcontractors under Public Contracts Code Section 4104;
9. The requirement to be properly licensed and to require all subcontractors be properly licensed, and the penalty for employing workers while unlicensed (Labor Code Section 1021 and 1021.5, Business and Professions Code Section 7000, *et seq.*, and under California Contractors License Law);
10. The prohibition against unfair competition (Business and Professions Code Sections 17200-17208);
11. The requirement that the contractor and subcontractor be properly insured for Workers' Compensation (Labor Code Section 1861);
12. The requirement that the contractor abide by the Occupational Safety and Health laws and regulations that apply to the particular public works projects;
13. There is a Federal Prohibition against hiring undocumented workers and the requirement to secure proof of eligibility/citizenship from all workers; and
14. The requirement to provide itemized wage statements to employees (Labor Code Section 226).

The contractor(s) and subcontractor(s) present at the meeting will be given the opportunity to ask questions of Inyo County relative to any of the Labor Law Requirements Checklist. The Checklist of Labor Law Requirements will then be signed by the attending contractor and subcontractor representatives and submitted to Inyo County.

At the Pre-job conference Inyo County will provide the General Contractor (GC), or in the case of multi-prime Construction Management (CM) projects, the Construction Manager, with two (2) copies of applicable Prevailing Wage Rate Determinations. All attending contractors and subcontractors shall be provided with instructions, samples and blank certified payroll record forms, DAS-140 form, fringe benefit statements, State apprenticeship requirements, and appropriate reference materials regarding Labor Code authorities for program requirements. It will be the GC or CM's responsibility to provide copies of the LCP package to any substituted or non-attending contractor or subcontractor performing work on the Project.

V. RESPONSIBILITY OF CONTRACTORS

A. Certified Payroll

1. Certified Payroll Records Required

The contractors shall maintain certified payrolls and basic payroll records in accordance with Labor Code Section 1776. These records consist of, but are not limited to, time cards, front and back copies of canceled checks, records of cash receipts, trust fund forms, accounting ledgers, tax forms, Superintendent and foreman daily logs, employee sign in sheets and/or any other record maintained for the purpose of reporting payroll etc. during the course of the work and shall preserve them for a period of three (3) years thereafter for all trades workers working on the Awarding Body's project sites. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay including rates of contributions for, or costs assumed to provide fringe benefit, daily and weekly number of hours worked, deductions made, and actual wages paid.

2. Use of Electronic Reporting Forms

Certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically, subject to the following conditions:

a. Reports must contain all of the information required by Labor Code Section 1776;
b. Information must be organized in a manner that is similar or identical to the Department of Industrial

Relations "Public Works Payroll Reporting Form" (Form A-1-131);

c. Reports shall be in a format and use software that is readily accessible and available to Contractors, Awarding Bodies, Labor Compliance Programs and the Department of Industrial Relations;
d. Reports must be in the form of a non-modifiable image or record; and
e. Reports must bear an electronic signature or include a copy of an original certification made on paper or printed out and submitted on paper with an original signature.

No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is generally not available to the public.

3. **Submission of Certified Payroll Records**

The contractor shall submit all weekly certified payroll records including those of all subcontractor(s) to Inyo County at times as designated in the contract, which shall be at least monthly, or within 10 days of any request by Inyo County. The contractor shall be responsible for the review and submittal of payroll records of its subcontractor(s). Weekly certified payroll records shall be accompanied by a certification or statement of compliance signed by the contractor under penalty of perjury pursuant to Labor Code Section 1771.5(b)(3) and applicable regulations. Basic Payroll Records may be requested by Inyo County at any time and shall be provided within 10 days following the receipt of the request.

4. **Review of Certified Payroll Records**

The General Contractor (GC), Construction Manager (CM) or Prime Contractor (PC), shall regularly review payroll records received by subcontractors. This review should consist of comparing the contractors that were on site during the period and ensuring that all payroll reports are present before forwarding to Inyo County. GC's, CM's and PC's shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic
review of the certified payroll records of the subcontractor. (CLC 1775 (b) (2).

5. **Full Accountability**

The name, address and social security number of every individual, laborer or craftsperson working at the project site must appear on the payroll. The basic concept is that the employer who pays the trade's worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable craft. Licensed Owner-operators under contract shall report their own wages as provided herein. Non-licensed Owner-Operators or those operating on a basis other than a formal contract shall be reported by the contractor employing them. Rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done.

Contractors and subcontractors shall make the records required under this section available for inspection by Inyo County, an authorized agent of Inyo County, or the DLSE and the Division of Apprenticeship Standards of the DIR, and shall permit such representatives to interview trades workers during working hours on the project site.

6. **Responsibility for Subcontractor(s)**

A contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractor(s) in accordance with Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.7.

7. **Payment to Employees**

Employees must be paid unconditionally, and not less often than once every two weeks, the full amounts that are due and payable for the period covered by the particular payday. An employer must, therefore, establish a fixed workweek (e.g., Sunday through Saturday) and an established payday such as every Friday or the preceding day should such payday fall on a holiday. On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, when, in fact, he/she is merely a journey-level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor who contracted for his or her services as a trade worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general

contractor who contracted for his or her services for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

A worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the Prevailing Wage Rate Determinations for the class of work actually performed. Any work performed on Saturday, Sunday, and/or a holiday, or a portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a workweek shall be premium pay. All work performed in excess of 8 hours per day, 40 hours per week, on Saturday, on Sunday, and on holidays shall be paid in accordance with the applicable Prevailing Wage Determination.

B. Apprentices

1. Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide Apprenticeship program registered with a State apprenticeship agency that is recognized by the State Division of Apprenticeship Standards (DAS). Pursuant to Labor Code Section 1777.5 and Code of Regulations (CCR) Section 230.1, apprentices on public works must be employed according to the ratio set by the apprenticeship standards under which each Joint Apprenticeship Committee operates, the ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates but in no case shall the ratio be less than one (1) apprentice hour to each five (5) journeyman hours. .Any worker listed on payroll records at an apprentice wage rate who is not a duly registered apprentice, works in excess of the stipulated ratios permitted under Labor Code section 1777.5(g), works outside of the scope of work for the craft/trade for which they are registered or perform work outside of the prescribed geographic area of the apprenticeship program is not qualified to receive the apprentice rate and shall be paid the journeyman level wage rate determined by the Department of Industrial Relations for the classification of and locality in which the work was actually performed.

2. If requested by Inyo County, the contractor shall furnish written evidence of the following: Apprenticeship Agreement, Statement of Registration of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid.

3. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

4. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

   a. Provide specified contract award information to an applicable apprenticeship program for each applicable apprenticeable craft (Labor Code Section 1777.5 (e);
   b. All contractors not already employing sufficient apprentices must request dispatch of an apprentice from apprenticeship programs (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must request dispatch of apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project;
   c. Employ apprentices on public works projects in a ratio to journeypersons as stipulated in the Apprenticeship Standards under which each Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) apprentice to each five (5) journeyperson hours unless a Certificate of Exemption is provided to Inyo County; requests shall not be for less than 8 hours per each day for each apprentice or 20% of the estimated apprentice hours whichever is greater;
   d. These apprentice requirements apply to all public works projects except for projects with less than 40 hours of journeyman work;
   e. Contribute to the training fund in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.; and
   f. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

VI. ENFORCEMENT ACTION

A. Duty of Inyo County

Inyo County has a duty to the Director of the Department of Industrial Relations to ensure compliance of contractors and enforce the Public Works Chapter of the Labor Code and Title 8 of the Code of Regulations in a manner consistent with the practice of the Labor Commissioner. Inyo County will maintain records relating to activities and relevant facts that pertain to each project that demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements.

B. Review of Certified Payroll Records

1. Certified Payroll Records shall be reviewed by Inyo County for the payment of prevailing wage rates, as promptly as practicable after receipt thereof, but in no event more than 30 days after such receipt. Reviews will be undertaken on a monthly basis to determine that:

   a. All appropriate data identified in Labor Code Section 1776(a) has been reported;
   b. Certification forms have been completed and signed in compliance with Labor Code Section 1776(b) (c);
   c. Correct Prevailing Wage rates have been reported as paid for each classification of labor listed;
   d. Classifications, as listed on payroll records, are within the scope(s) of work as being performed and as contracted for the project;
   e. Apprentices listed on payroll records are in compliance with the requirements as identified in Labor Code Section 1777.5; and
   f. Contractors and subcontractors are in compliance with the requirements of the Public Works Chapter of the Labor Code and provisions of Title 8 of the Code of Regulations.

C. Apprenticeship

1. The duties of Inyo County with respect to apprenticeship standards are as follows:

   a. Inform contractors and subcontractors bidding public works about apprenticeship requirements;
   b. Send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code; and
   c. Refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.

2. Inyo County shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including the following:

   a. That any contributions required pursuant to Labor Code Section 1777.5(m) are paid to the appropriate entity;
   b. That apprentices are paid no less than the prevailing apprentice rate;
   c. That workers listed and paid as apprentices on the certified payroll records are duly registered as apprentices with the Division of Apprenticeship Standards; and
   d. Requiring that the journeyman prevailing wage rate be paid to any worker who is not a duly registered apprentice and for all hours in excess of the maximum ratio permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

D. On-Site Visits

1. Representatives of Inyo County shall conduct in-person inspections at the site or sites at which the contract for public work is

   being performed. On-Site Visits may be undertaken randomly or as deemed necessary by Inyo County, but shall be undertaken during each week that workers are present at sites at which the contract for public work is being performed. All On-Site Visits shall include visual inspection of:

   a. The copy of the determination(s) of the Director of Industrial Relations of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; and
   b. The Notice of Labor Compliance Program Approval required to be posted at the job site in accordance with Code of Regulations Section 16429, listing a telephone number to call for inquiries, questions, or assistance with regard to the Labor Compliance Program.

2. On-Site Visits may include other activities deemed necessary by the Labor Compliance Program to independently

corroborate prevailing wage payments reported on payroll records furnished by contractors and subcontractors.

E. **Confirmation of Certified Payroll Records**

1. For each month in which a contractor or subcontractor reports having workers on the project, confirmation of furnished payroll records will be undertaken randomly for at least one worker for at least one weekly period within that month.

2. Confirmation will also be undertaken whenever Inyo County receives a complaint or other circumstances or information suggest that payroll records may be inaccurate. Confirmation of Certified Payroll Reports will be accomplished through:

   a. Examination of Paychecks or Paycheck stubs;
   b. Confirmation/Documentation of "Employer Payments" as made to third party recipients;
   c. Worker Interviews; and
   d. Whatever other reasonable methods, as needed, to corroborate the reported prevailing wage payments.

3. If payroll records are delinquent or inadequate (as defined by Code of Regulations Section 16435(c), (d)) or after review and confirmation, it is discovered from the certified payroll records or other evidence that a contractor or subcontractor has failed to pay prevailing wages or any other discrepancy or non-compliance issue; Inyo County shall notify the contractor or subcontractor in writing of the findings.

4. If clarification/correction is not received from the contractor within the specified timeframe and Inyo County determines that the contractor has not remedied the violation, Inyo County will comply with their responsibility to withhold contract payments under Labor Code Section 1771.5(b)(5). Inyo County will immediately notify the GC or CM, any applicable Prime and the affected contractor in writing of the violation. Inyo County will then proceed to conduct an audit.

F. **Audit of Certified Payroll Records**

Audits will be conducted by various Inyo County representatives when it is determined that a violation of the Public Works Chapter of the Labor Code has occurred. Audits shall also be conducted at the request of the Labor Commissioner.

1. An audit shall consist of a written summary reflecting prevailing wage deficiencies for each underpaid worker and include any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by Inyo County, after a comparison and consideration of the best information available as to the actual hours worked, amounts paid and classifications of workers employed in connection with the project. Such available information may include, but is not limited to:

   a. Worker Interviews;
   b. Complaints from workers or other interested persons;
   c. All time cards, cancelled checks, cash receipts, trust fund forms;
   d. All books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments;
   e. Work schedules by days and hours; and
   f. The disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the public works project.

2. The audit record form as provided for in Code of Regulations Section 16432 Appendix B, accompanied by a brief narrative identifying the Bid Advertisement Date of the public work contract, a summary of the nature of the violation and the basis upon which the determination was made, presumptively demonstrates the sufficient detail that will enable the Labor Commissioner to determine the amount, if requested, of forfeiture under Code of Regulations Section 16437, draw reasonable conclusions as to the compliance with the requirements of the Public Works Chapter of the Labor Code and enable accurate computation of underpayments of wages and applicable penalties and forfeitures.

G. **Complaints**

1. Upon receipt of a written complaint alleging that a contractor or subcontractor has failed to pay prevailing wages as required by the Labor Code, Inyo County shall do all of the following:

   a. Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identify the name, address, and telephone number of the investigator assigned to the complaint;
   b. Within 15 days after receipt of the complaint, provide the affected contractor with the notice required under Labor Code section 1775(c) if the complaint is against a subcontractor;

c. Notify the complaining party in writing of the resolution of the complaint within ten (10) days after the complaint has been resolved by the LCP;
d. Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the LCP; and
e. Notify the complaining party in writing at least once every 90 days of the status of a complaint that has been resolved by the LCP but remains under review or in litigation before another entity.

H. **Provisions relating to the penalties under Labor Code Sections 1775, 1776, 1777.7, 1813 and 1741:**

1. Pursuant to Labor Code Section 1775, the contractor and any subcontractor under the contractor shall, as a penalty to the Awarding Body on whose behalf the contract is awarded; forfeit not more than two hundred dollars ($200) for each day, or portion thereof, for each worker paid less than the prevailing wages.

   a. The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
   b. The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
   c. The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in Labor Code Section 1777.1.
   d. When the amount due under Labor Code Section 1775 is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to Section 1775.

   (The prime contractor of the project is not liable for any penalties under Labor Code 1775(a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with the requirements of Labor Code 1775 (b) (1-4)).

2. In the event that the contractor or subcontractor fails to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code Section 1776 (a) within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

   (A contractor is not subject to a penalty assessment pursuant to Labor Code Section 1776 due to the failure of a subcontractor to comply with this section).

3. In situations involving overtime, the contractor or subcontractor shall, as a penalty to the Awarding Body on whose behalf the contract is awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7 of Division 2 of the Labor Code. The Awarding Body shall take cognizance of all violations of Article 3 (Labor Code Sections 1810-1815).

4. Pursuant to Labor Code Section 1777.5, contractor and subcontractor are required to employ registered apprentices on public works projects. Each contractor and subcontractor shall keep an accurate payroll record relative to apprentices per Section 1776 of the Labor Code. The contractor or subcontractor found in violation of Labor Code Section 1777.5 shall forfeit as a civil penalty an amount not to exceed one hundred dollars ($100) for each full calendar day of noncompliance to the Awarding Body. Any contractor or subcontractor who knowingly commits subsequent violations of Labor Code Section 1777.5 within a three year period could face a civil penalty of not more than three hundred dollars ($300) for each full day of noncompliance and the possibility of being denied the right to bid on, be awarded or perform work on any public works project for up to three years.

5. Pursuant to Labor Code Section 1741(b), interest shall accrue on all due and unpaid wages at the rate described in subdivision (b) of Section 3289 of the Civil Code. The interest shall accrue from the date that the wages were due and

payable, as provided in Article 1, Chapter 1, Part 7 (commencing with Section 1720) of Division 2 of the Labor Code, until the wages are paid.

6. Pursuant to Labor Code Section 1741(c), the Labor Commissioner shall maintain a public list of the names of each contractor and subcontractor who has been found to have committed a willful violation of Section 1775 or to whom a final order, which is no longer subject to judicial review, has been issued. The list shall include the date of each assessment, the amount of wages and penalties assessed, and the amount collected. The list shall be updated at least quarterly, and the contractor's or subcontractor's name shall remain on that list until the assessment is satisfied, or for a period of three years beginning from the date of the issuance of the assessment, whichever is later.

I. **Temporary Withholding for Delinquent or Inadequate Payroll Records**

1. Pursuant to a written request of Inyo County for Certified Payroll Reports or Basic Payroll Records, under section V, if contractor fails to provide the requested Certified Payroll Reports or Basic Payroll Records within ten (10) days, as required by Labor Code Section 1771.5(b) (5) and pursuant to Labor Code Section 1776 and Code of Regulations Section 16435, contract payments due or estimated to be due to the non-compliant contractor or subcontractor shall be withheld from the General Contractor or Prime Contractor involved and does not require the prior approval of the Labor Commissioner. A contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency. No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

2. When contract payments are withheld under this section, Inyo County shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following:

   a. A statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate;
   b. Specifies the amount being withheld;
   c. Informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section; and
   d. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

3. In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. Inyo County will obtain approval of the Labor Commissioner for the assessment of penalties under Labor Code Section 1776(g).

   a. In the event that the contractor or subcontractor fails to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code Section 1776 (a) within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
   b. A contractor is not subject to a penalty assessment pursuant to Labor Code Section 1776 due to the failure of a subcontractor to comply with this section.

4. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

J. **Withholding When, After Investigation, it is Established that Underpayment or Other Violation has Occurred**

The amount of Withholding shall be the amount equal to the underpayment and any applicable penalties. This amount shall be determined by payroll review, confirmation, audit, or admission of the contractor or subcontractor. Inyo County will obtain approval from the Labor Commissioner of the amounts of unpaid penalty and wage money assessed by the Inyo County ("forfeitures") for violations of the prevailing wage laws where those amounts total $1,000.00 or more (CCR 16436). The amount shall be the total of the following:

1. The difference between amounts paid workers and the correct General Prevailing Rate of Per Diem Wages, as defined in Labor Code Section 1773 and Code of Regulations Section 16000, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;

2. The difference between amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Labor Code Section 1773.1 and Code of Regulations Section 16000,,and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid;
3. Estimated amounts of "illegal taking of wages";
4. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council;
5. Estimated penalties under Labor Code Sections 1775, 1776 and 1813. (Code of Regulations Section 16435.5.)

K. **Forfeitures**

1. If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than $1000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following:
   a. The Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a);
   b. An Audit as defined in CCR section 16432(e);
   c. A brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and any factors considered to determine the assessment of penalties under Labor Code Section 1775.

(For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with Code of Regulations section 16437).

2. Where Inyo County requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the following information:
   a. Whether the public work has been accepted by the Awarding Body and whether a valid notice of completion has been filed, the dates if any when those events occurred, and the amount of funds being held in retention by the Awarding Body;
   b. Any other deadline that, if missed, would impede collection;
   c. Evidence of violation in narrative form;
   d. Evidence of violation obtained under CCR section 16432 and a copy of the Audit prepared in accordance with CCR section 16432(e) setting forth the amounts of unpaid wages and applicable penalties;
   e. Evidence that the contractor and subcontractor were given the opportunity to explain why it believes there was no violation; or that any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractors attention and the contractor and subcontractor either did not do so or failed to convince Inyo County of its position;
   f. Where Inyo County seeks not only amounts of wages but also a penalty as part of the forfeiture, and the contractor or contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor and subcontractors attention, a statement should accompany the proposal for forfeiture with a recommended penalty amount, pursuant to Labor Code Section 1775 (a);
   g. Where Inyo County seeks only wages or a penalty less than $200 per day as part of the forfeiture, because the contractor or subcontractor has successfully contended that the cause of violation was a good faith mistake that was promptly corrected, then the file should include the evidence as to the contractor or subcontractors' knowledge of their obligation, including Inyo County's communication to the contractor or subcontractor of the obligation in the bid invitations, at the Prejob Conference agenda and records, and any other notice given as part of the contracting process. Included with the file should be a statement similar to that described in subsection f, above and recommended penalty amounts, pursuant to Labor Code Section 1775 (a);
   h. The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and
   i. Whether Inyo County's LCP has been granted approval on only an interim or temporary basis under Code of Regulations Sections 16425 or 16426 or whether it has been granted extended approval under Code of Regulations Section 16427.

3. The file or report shall be served on the Labor Commissioner as soon as practicable after the violation was discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741.

4. A copy of the recommended forfeiture and the file or report shall be served on the contractor, any affected subcontractor, at the same time as it is sent to the Labor Commissioner. Along with the copy served on the contractor shall be a notice stating all deadlines and rights of the contractor to contest the amount of forfeiture. The Request for Approval of Forfeiture under CCR Section 16437 Appendix D fulfills the requirements of this subsection.

5. Inyo County may exclude from the documents served on the contractor and subcontractor copies of documents secured from these parties during an audit, investigation, or meeting if those documents are clearly referenced in the file or report.

6. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to penalty and/or wages due.

7. The Labor Commissioner's determination of the forfeiture is effective on one of the two following dates:

   a. For all programs with approval under CCR section 16426, forfeiture approval is effective on the date the Labor Commissioner serves by first class mail, on the Awarding Body and on the contractor and/or subcontractor, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

   b. For programs with extended authority under CCR section 16427, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor and/or subcontractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of notice of further review.

L. Withholding Procedures after Forfeiture Determination by the Labor Commissioner

1. Inyo County shall provide a Notice of Withholding of Contract Payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties and liquidated damages being withheld. Service of the notice shall be completed pursuant to Code of Civil Procedure Section 1013 by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments.
2. Inyo County shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the Awarding Body.
3. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
4. A release bond under Civil Code Section 3196 may not be posted for the release of the funds being withheld for the violation of the prevailing wage law.
5. The withholding of contract payments in accordance with Labor Code Section 1726 or 1771.5 shall be reviewable under Labor Code Sections 1771.6 (b) and 1742 and Code of Regulations sections 17201-17270 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner. If review is requested, Inyo County may request the Labor Commissioner to intervene to represent it.
6. Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the Awarding Body shall not disburse any contract payments withheld.

M. Appeal Process

1. Settlement Meeting

a. In accordance with Labor Code section 1742.1 (b), Inyo County shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of the Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with Inyo County's designee to attempt to settle a dispute regarding the notice.

   1. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period seeking a hearing as set forth below under the heading Request for Review of Notice of Withholding of Contract Payments (NWCP).
   2. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding.
   3. No writing prepared for the purpose, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement is admissible or subject to discovery in any administrative or civil proceeding.

4. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and
5. A settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

2. **Request for Review of Notice of Withholding of Contract Payments (NWCP)**

a. An affected contractor or subcontractor may obtain review of a NWCP under this chapter by transmitting a written request for a review hearing to Inyo County within 60 days after service of the NWCP. Inyo County shall have the rights and responsibilities as the Enforcing Agency (Code of Regulations section 17202 (f)) in responding to the request for review, including but not limited to the obligations to serve notices, transmit the Request for Review to the hearing officer, and provide an opportunity to review evidence in a timely manner, to participate through counsel in all hearing proceedings, and to meet the burden of establishing prima facie support for the Notice of Withholding of Contract Payments. If no hearing is requested within 60 days after the service of the NWCP, the NWCP shall become final.

b. If a contractor or subcontractor seeks review of Inyo County's enforcement action, the Labor Commissioner may intervene to represent the Awarding Body, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.

c. Except in cases where the Labor Commissioner has intervened pursuant to subpart (b) above, Inyo County shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for approval by the Labor Commissioner. Whenever Inyo County settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code Section 1742, Inyo County shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.

3. **Review of Notice of Withholding of Contract Payments (NWCP)**

a. Within ten (10) days following the receipt of the request for a review hearing, Inyo County shall transmit to the Office of the Director-Legal Unit the request for review and copies of the Notice of Withholding of Contract Payments, any audit summary that accompanied the notice, and a proof of service or other documents showing the name and address of any bonding company or surety that secures the payment of the wages covered by the notice.

b. Inyo County may be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code Section 1742(b) and Code of Regulations sections 17201 – 17270.

4. **Determination and Ruling on the Review by the Department of Industrial Relations**

a. Upon receipt of a timely request, a hearing shall be commenced within 90 days before the director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence, pursuant to Labor Code Section 1742 (b), to be utilized by Inyo County at the hearing within 20 days of the receipt by Inyo County of the written request for a hearing. Any evidence obtained by Inyo County subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor. The contractor or subcontractor shall have the burden of proving that the basis for the NWCP is incorrect. The NWCP shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing. Within 45 days of the conclusion of the hearing, the director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the LCP. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. The director has adopted regulations setting forth procedures for hearings under this subdivision. These regulations are found in Code of Regulations sections 17201-17270.

b. An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a

writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for a writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

c. A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

d. A judgment entered pursuant to this procedure shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

e. This procedure shall provide the exclusive method for review of a decision by Inyo County to withhold contract payments pursuant to Section 1771.5.

N. Settlement Authority

Except in cases where the Labor Commissioner has intervened pursuant to Code of Regulations Section 16439 (b), Inyo County shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for approval by the Labor Commissioner. Whenever a Inyo County settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code Section 1742, Inyo County shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.

O. Deposits of Penalties and Forfeitures Withheld

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages and the matter has been resolved without litigation by or against the Labor Commissioner, Inyo County shall deposit the penalties and forfeitures.
2. Where collection of fines, penalties, or forfeitures results from administrative proceedings or court action to which the Labor Commissioner and Inyo County are both parties, the fines, penalties or forfeitures shall be divided between the general funds of the state and Awarding Body as the Hearing Officer or court may decide.
3. All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner, and to which the Awarding Body is not a party, shall be deposited in the General Fund of the State of California.
4. All wages and benefits which belong to a worker and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of administrative hearings or any court action and which have not been paid to the worker or irrevocably committed on the worker's behalf to a benefits fund, shall be deposited with the Labor Commissioner, who will handle such wages and benefits in accordance with Labor Code Section 96.7.

P. Debarment Policy

It is the policy of Inyo County that the public works prevailing wage requirements set forth in the California Labor Code, Section 1720-1861, be strictly enforced. In furtherance thereof, construction contractors and subcontractors found to be repeat violators of the California Labor Code shall be referred to the Labor Commissioner for debarment from bidding on or otherwise being awarded any public work contract, within the state of California, for the performance of construction and/or maintenance services for the period not to exceed three (3) years in duration. The duration of the debarment period shall depend upon the nature and severity of the labor code violations and any mitigating and/or aggravating factors, which may be presented at the hearing conducted by the Labor Commissioner for such purpose.

VII. REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

If an investigation reveals that a willful violation of the Labor Code has occurred, Inyo County will make a written report to the Labor Commissioner which shall include: 1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, 2) the classification of workers employed on the public works contract. Six types of willful violations are reported as follows:

A. **For Failure to Comply with Prevailing Wage Rate Requirements**
Failure to comply with prevailing wage rate requirements as set forth in the Labor Code and Code of Regulations is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trades workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated. The facts related to such willful violations may result in a determination that the contractor intended to defraud its employees of their wages.

B. **For Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work**
Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records. Such violations are deemed to be willful violations committed with the intent to defraud.

C. **For Failure to Submit Certified Payroll Records**
Refusing to comply with a request by Inyo County for certified payroll reports or substantiating information and records as contained in Section IV.1. will be determined to be a willful violation of the Labor Code. Additionally, refusing to correct inaccuracies or omissions that have been discovered will also be determined to be willful violation of the Labor Code.

D. **For Failure to Pay Fringe Benefits**
Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions in a timely manner is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

E. **For Failure to Pay the Correct Apprentice Rates and/or Misclassification of Workers as Apprentices**
Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

F. **For the Taking of Kickbacks**
Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

VIII. PRIORITY DISTRIBUTION OF FORFEITED SUMS

A. Withholding of Forfeited Sums

Pursuant to Labor Code Section 1727, it shall be the policy of Inyo County that, prior to making payment to the prime contractor of monies due under any contract for public works, Inyo County shall withhold and retain from the prime contractor account all amounts which have been forfeited pursuant to any stipulation under said contract for public works. But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by Inyo County.

B. Disposition of Forfeited Sums

1. The prevailing wage recovery process of this Labor Compliance Program is established pursuant to Labor Code Section 1775 which provides that out of any funds withheld, recovered, or both, there shall first be paid the amount due each worker notwithstanding the filing of any Stop Notice by any person pursuant to Civil Code Section 3179, *et seq.* Thus, all workers employed on the public works project who are paid less than the prevailing wage rate shall have **PRIORITY** over all Stop Notices filed against the prime contractor.

2. In the event that there are "insufficient funds" available in the prime contractor account to pay the total amount of prevailing wage violations and penalty amounts due, the unpaid prevailing wages shall have **PRIORITY STATUS** and must be paid first, pursuant to Labor Code Section 1775. Furthermore, if insufficient funds are withheld, recovered, or both, to pay each underpaid worker in full, the money shall be prorated among all workers affected. From the amount recovered by the Awarding Body, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into a general fund or other fund of the Awarding Body's choosing.

IX. ANNUAL REPORTS

A. Annual Report on Inyo County's Labor Compliance Program to the Director of the Department of Industrial Relations

Inyo County shall submit to the Director of the Department of Industrial Relations an Annual Report on the operation of its LCP within sixty (60) days after the close of its annual reporting period or on such other interval as the Director may request. Pursuant to CCR 16431, Annual Report shall contain, at the minimum, the following information:

1. Report on Labor Code Section 1771.5(b) enforcement activities for each Awarding Body or Joint Powers Authority covered by the report;
    a. Number of construction contracts subject to the LCP that were awarded, and their total value;
    b. A summary of wages due to workers resulting from failure by contractor to pay prevailing wage rates, the total amount withheld from money due to the contractor, and the total amount recovered by action in any court of competent jurisdiction.
2. A certification of compliance with conflict of interest disclosure requirements by employees and consultants who participate in making governmental decisions, as defined under CCR, section18701;
3. A current statement disclosing the information required under section 16426(a)(2), (3) and (5) below;
    a. The geographical area in which the entity intends to operate its Labor Compliance Program and the identity of the Awarding Bodies and Joint Powers Authorities, if any, with whom the entity intends to contract for operation of a Labor Compliance Program;
    b. Whether the entity shares personnel, management, ownership or other close affiliation with (A) any contractor or subcontractor that within the preceding five years has been awarded a public works contract within the geographical area with any Awarding Body or Joint Powers Authority identified in subpart (2) above, (B) any person or entity who has been the surety on such a contract, (C) any joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (section 175a of Title 29 of the United States Code);
    c. The availability of competent legal support for the Labor Compliance Program and whether the persons or firms providing that support also represent any contractor, subcontractor, surety, or worker representative referred to in subpart (b) above.

ATTACHMENT A - Definitions

1. **"Withhold"** means to cease payments by the Awarding Body, or others who pay on its behalf, or agents, to a prime or general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
2. **"Contracts,"** except as otherwise provided by agreement, means only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project may be the subject of withholding pursuant to Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 1771, and 1771.5.
3. **"Delinquent payroll records"** means those not submitted on the date set in the contract.
4. **"Inadequate payroll records" are any one of the following:**
   a. A record lacking any of the information required by Labor Code Section 1776;
   b. A record which contains all of the required information but which is not certified, or certified by someone who is not an agent of the contractor or subcontractor;
   c. A record remaining uncorrected for one (1) payroll period, after Inyo County has given the contractor or subcontractor notice of inaccuracies detected by audit or record review; However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to one percent (1%) of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code Section 1776 and Code of Regulations section 16401.
5. **"Amount equal to the underpayment"** is the total of the following determined by payroll review, audit, or admission of the contractor or subcontractor:
   a. The difference between the amounts paid to workers and the correct General Prevailing Wage Rate of Per Diem Wages as defined in Code of Regulations section 16000 and Labor Code section 1773 and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;
   b. The difference between the amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Code of Regulations section 16000 and Labor Code section 1773.1 and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid;
   c. Estimated amounts of "illegal taking of wages";
   d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council; and
   e. Estimated penalties under Labor Code sections 1775, 1776 and 1813.
6. **"Forfeitures"** means the amount of wages, penalties, and forfeitures assessed by Inyo County and proposed to be withheld pursuant to Labor Code section 1771.6(a), and includes the following:
   a. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the contractor or subcontractor;
   b. Penalties assessed under Labor Code Sections 1775, 1776 and 1813.

   If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than $1000.00, the forfeitures shall be deemed approved by the Labor Commissioner pursuant to Code of Regulations Section 16436(b).
7. **"Failing to pay the correct rate of prevailing wages"** means those public works violations which the Labor Commissioner has exclusive authority to approve before they are recoverable by the Labor Compliance Program, and which are appealable by the contractor in court or before the Director of the Department of Industrial Relations under Labor Code Section 1742 and 1771.6 pursuant to the Code of Regulations Sections 17201 through 17270. Regardless of what is defined as prevailing "wages" in contract terms, noncompliance with the following are considered failures to pay prevailing wages:
   a. Nonpayment of items defined as "Employer Payments" and "General Prevailing Rate of Per Diem Wages" in Code of Regulations Section 16000 and Labor Code Section 1771;
   b. Payroll records required by Labor Code Section 1776;
   c. Labor Code Section 1777.5 but only insofar as the failure consists of paying apprentice wages lower than the journey level rate to a worker who is not an apprentice as defined in Labor Code Section 3077, working under an apprentice agreement in a recognized program;
   d. Labor Code Section 1778, Kickbacks;
   e. Labor Code Section 1779, Fee for Registration;
   f. Labor Code Sections 1813, 1815, and Code of Regulations Section 16200 (a) (3) (F) overtime for work over eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. All work performed on Saturday, Sunday, and/or a holiday shall be paid pursuant to the prevailing wage determination.

ATTACHMENT B – Initial Review of Certified Payroll Records

Step 1 - Certified Payroll Records are received by General Contractor (GC), Construction Manager (CM) or Prime Contractor (PC).

Step 2 - Payroll Records shall be reviewed by GC, CM or PC to determine if all are present for that period (payroll records from subcontractors shall be reviewed periodically by the GC, CM & PM for the payment of the specified general prevailing rate of per diem wages being paid to the employees).

Step 3 - After review and inventory the GC, CM or PC will package the payroll records and ship them to Inyo County.

Step 4 - Each Payroll Record received by Inyo County for processing is date stamped as to the date received by Inyo County.

Step 5 - Within 30 days of receipt, Inyo County's Labor Compliance Officer (LCO) or Assistant Labor Compliance Officer (ALCO) will compare the payrolls received to the list of payrolls required for the period. For any payroll that is not included or is incomplete, a 10-day letter is prepared by the LCO and placed into tracking mode. A Payment Application Hold & Notification of Temporary Withholding Letter will be prepared & sent to all affected Contractors and Subcontractors.

Step 6 - LCO will begin the initial review of Certified Payroll Records that have been received. Each Contractor or Subcontractor will have a comparison spreadsheet that has been prepared at the initiation of the contract which will have displayed all prevailing wage determination data, based on the Trades, Classifications, Fringe Benefits and Apprentice requirements identified as being utilized by the company.

Step 7 - LCO will compare the comparison spreadsheet against the Certified Payroll to determine if the gross prevailing wage for the Trade and Classification meets with the prevailing wage of that Trade and Classification. Check of certified payroll for hours worked by day/week to determine if Overtime, Holiday, Travel or Subsistence pay was to be paid. If so, check the payroll to ensure the correct prevailing wage was paid. Check for the proper utilization of Apprentices and that correct prevailing wages have been paid to Apprentices.

Step 8 - For each month in which a contractor or subcontractor reports having workers on the project, confirmation of furnished payroll records will be undertaken randomly for at least one worker for at least one weekly period within that month. LCO will compare confirmation/backup records to corroborate prevailing wage payments.

Step 9 - Upon completion of initial review, provided no initial violation has been detected, Certified Payroll Records are logged into the file system of the project.

Step 10 - If an initial violation or potential violation has been detected by the LCO or ALCO, they will proceed to a "Confirmation" of Certified Payroll Records.

Step 11 - LCO will complete a labor compliance review and enforcement summary that indicates the status of the initial review and confirmation for each company for the period, if any of the contractors or subcontractors Certified Payrolls have not been received, and the status of any 10 day letters that have been prepared.

Step 12 - When Inyo County receives a complaint of suspected violation(s), an accusation or any alleged wrong doing; the LCO will proceed to a "Confirmation" of Certified Payroll Records.

After review of the initial complaint the Initial Complaint Information form will be completed. The basic information required to initiate a complaint include:

1. Name of the complainant, including address and phone number;
2. Name of the alleged violating contractor;
3. Name of the prime contractor (if different); and
4. Nature of the complaint.

ATTACHMENT C – Confirmation and Audit of Certified Payroll Records

Step 1 - By written request the LCO or ALCO will notify the affected contractor of any potential violation and request further payroll records for confirmation and corroboration of prevailing wage payments as correct. Confirmation of Certified Payroll Reports may be accomplished through:

- Examination of Paychecks or Paycheck stubs;
- Confirmation/Documentation of "Employer Payments" as made to third party recipients;
- Worker Interviews; and
- Whatever other reasonable methods, as needed, to corroborate the reported prevailing wage payments.

Step 2 - If after review and corroboration of the payroll records it is determined that no violation has occurred or documentation is received that reflects corrections and restitution payments have been made to the employees, all records will be filed into the file system of the project.

Step 3 - If after review and corroboration of the payroll records it is determined that a violation has occurred and no documentation has been received to reflect that the violation has been corrected the LCO will initiate a comprehensive audit to ascertain the amount of wages due the worker(s) as well as the statutory penalties that are to be assessed.

Step 4 - A comprehensive audit is based on the LCO's review of all documents and issues pertaining to the complaint or violation and has arrived at a decision concerning issues that must be audited. LCO will prepare & request documents listed on the Referral Checklist for a full audit. Documents needed to process the audit may include but are not limited to the following:

- Certified Payroll Records
- Fringe Benefit Statement/Statement of Employer Payments
- Time Cards
- Copy of Checks
- Inspector Logs
- Public Works Audit Spreadsheet for Company Concerned
- Special Wage Determination(s) for the trades and crafts on the Certified Payroll
- Listing of Holidays
- Travel and Subsistence Information
- List of Indentured Apprentices (by name and classification)
- Any Special Instructions.

Step 5 - A Public Works Audit Spreadsheet is created containing the following information:

- Auditor will make notes when audit entries are different from what is contained in the Certified Payroll.
- Any instance that data was entered that seems to be in contradiction to any other record. Examples:
    - Premium pay not paid for work on Saturday, Sunday or Holiday.
    - Travel and subsistence not paid.
    - Apparent underpayments where the contractor appears to be paying less than the required prevailing wages.
    - Hours obtained from time cards or records other than the Certified Payroll.
    - Individuals shown on the Certified Payroll as "apprentices" that are not properly registered.
- Results of the Audit upon completion will be transferred to the Inyo County Investigations Department.

ATTACHMENT D – Public Works Case Audits

Step 1 - After the LCO completes the review of certified payroll, initiates contact with the affected contractor and and produces the initial 10 day letter(s) without resolution the LCO shall meet with the Investigations Team to determine if the project file contains sufficient detail to request an Investigation and/or Audit. Provided there is sufficient probable cause to believe that a violation has or may have occurred the Investigation Supervisor (IS) assigns the case to an investigator, who initiates a complete audit of the certified payroll to determine the nature of the violation(s), ascertain the amount of wages due the worker(s) as well as the statutory penalties that are to be assessed.

Step 2 - The primary responsibility of the Investigation Team is to complete case audits, relieving the LCO from this lengthy process in as many cases as possible. The initiation of comprehensive audit requirements is based on the investigator's review of all documents and issues pertaining to the complaint and has arrived at a decision concerning issues that must be audited. Should issues arise during the course of the audit, the investigator must resolve the issue in question and provide specific resolutions.

- Requests for audits by a LCO will contain the documents needed to complete the audit. **(not all documents on this list may be available or needed in all audits)**
  - Case Log Summary to date
  - All correspondence to try and address the violation
  - Certified Payroll Records
  - Fringe Benefit Statement
  - Prime Contract
  - Sub-Contract (if applicable)
  - Scope of Work
  - General Conditions
  - Notice of Completion
  - Amount of Held Funds
  - Time Cards
  - Copy of Checks
  - Contractor Logs
  - Inspector Logs
  - Prevailing Wage Cheat Sheets
  - Wage Determination(s) for the trades and crafts on the Certified Payroll
  - Listing of Holidays
  - Travel and Subsistence Information
  - List of Indentured Apprentices (by name and classification)
  - Any Special Instructions.
  - Case Logs are created on a "Word" document that will be titled with the case number assigned. (This document will be kept current during the progress of the audit).
  - Auditor will make notes on all activities done relative to the audit /investigation.

Step 3 - Results of the Case Audit upon completion will be documented and reviewed by the IS to determine validity.

Step 4 - At the point the IS had determined that there is sufficient evidence to determine that a violation has occurred, a Notice of Intent to Request Forfeiture of Monies will be sent to the relative parties notifying them of our findings.

Step 5 - At the completion of the contractor's appeal rights if no response to the Notice of Intent is received, in our offices, from any affected party, the case file will be prepared and submitted to the Department of Industrial Relations (DIR) for forfeiture determination.

Step 6 - Once the determination and approval of forfeiture is received by the Investigation Team a Notice of Withholding Contract Payments is produced and mailed first class and certified to the affected parties, to include the district, construction manager and bonding company.

Step 7 - A settlement meeting is held by Inyo County upon timely request of the contractor or other parties.

Step 8 - A hearing is held by DIR upon timely request of the contractor or other parties.

ATTACHMENT E – Investigation Case Processing

Step 1 - Written complaints or investigation requests are received by the Investigations Supervisor (IS). After review of the complaint or audit, and after a determination that an investigation is required, the IS will then assign an investigator to obtain the initial information to investigate the complaint.

Step 2 - The Investigations Department will prepare the Case Binder to include, but not limited to, the following:

- Contractor's name and case number;
- Project Name;
- Awarding Body;
- Prime Contractor (if different);
- Original complaint(s) and supporting documentation;
- Copy of 1st bid advertisement;
- Contract(s);
- Sub Contract (if applicable);
- Second tier sub contract (if applicable);
- CSLB print outs on the contractors;
- Entity information (Secretary of State print-outs, fictitious business statement, etc.);
- Prevailing Wage rates in effect and predetermined increases received from DLSR;
- Certified Payroll Records received from defendant contractor;
- Certified Payrolls obtained from different sources (AB, prime contractor, etc. as required);
- Inspector Logs;
- Audit and Audit notes;
- Prior Violations;
- Copies of executed Notice(s) to withhold and supporting documents;
- Correspondence (filed in order mailed or received);
- Additional information and documents will be inserted as needed consistent with the facts of the investigation. (Example would be if Certified Payroll(s) were not submitted timely and penalties pursuant to Labor Code 1776(g) were imposed, the Request for Certified Payroll, including the certified receipt and the green return receipt, become evidence, supporting the penalty assessment and should be tabbed).

Step 3 - Processing the Investigation. This provides the general steps to be taken in processing an investigation. **As the facts of each investigation are different, not all steps need to be taken in every case or in the order presented.**

A. An investigation of a public works case is a conscientious attempt to ascertain all pertinent facts relative to a suspected violation(s) based on a complaint, an accusation or any alleged wrong doing. The investigator is required to exercise sound discretion in employing the investigative method or methods best suited to the type of violation involved.

B. Investigator will assign a case number and begin the Case Log.

C. Investigator will determine the Statutes of Limitations for action against the contractor and indicate the date on the Case Log. The statutes compel the LCP to complete the investigation, issue the proper notices to the parties, prepare and submit the case all within the time limits.

D. Investigator will research to see if any previous public work cases were filed against affected contractor. Specific attention is given to previous complaints filed against the same project. The results of the research are to be recorded on the Case Log and will be provided to the Department of Industrial Relations (DIR) if a Request for Forfeiture is needed.

E. The investigator will prepare the initial case notifications and requests. These notices and requests are the initial mailing package and consist of the:

- Notification of Complaint Filed. Within 15 days after receipt of the complaint, provide the affected contractor with the notice required under Labor Code section 1775(c) if the complaint is against a subcontractor. The Notice of Complaint Filed is sent to complainant and all other relative parties. This form advises all parties (or potential parties) that the LCP has initiated a formal investigation.
- An Employee Inquiry Form. Mailed to complainant and all other workers identified on certified payroll reports in possession of Inyo County for the affected contractor.
- A formal request for information/records is prepared and mailed to all affected parties, if not previously received as part of the LCO audit. Examples of items that may still be needed include the following:

1. Inspectors Logs;
2. Contract(s);
3. Copies of the performance, Labor/Material and/or payment bonds;
4. Copy of 1st bid advertisement;
5. Page(s) from the contract listing the prevailing wage rate(s) on this contract;
6. Page(s) from the contract advising the contractor of legal requirements to pay the prevailing wages;
7. Notice of Completion (if/when filed);
8. Date project began;
9. Project completion (or estimated completion);
10. Amount of money being held by the Awarding Body;
11. Location of the project;
12. Certified Payroll Records;
13. Fringe Benefit Statement/Statement of Employer Payments;
14. Letter requesting supporting documentation (time cards and canceled checks, etc.).

F. The Investigator will verbally contact all affected parties and the complainant to notify them that a complaint has been received and an investigation is commencing into the merits of the alleged violation of the Labor Code.

G. The Investigator will attempt to identify and contact anyone who can verify the accuracy of the allegations and obtain permission for a written affidavit.

H. The Investigator will keep the complainant informed timely throughout the entire investigative process but no less than:
   1. Notify the complaining party in writing of the resolution of the complaint within ten (10) days after the complaint has been resolved by the Labor Compliance Program;
   2. Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the Labor Compliance Program; and
   3. Notify the complaining party in writing at least once every 90 days of the status of a complaint that has been resolved by the Labor Compliance Program but remains under review or in litigation before another entity.

I. Upon receipt of all information and records the Investigator's audit will include the following steps:
   1. Investigator will take note of any data that does not seem to match.
   2. Investigator will compare the hours reported in the complaint and find out if they match.
   3. Investigator will review the Fringe Benefit Statement and compare this statement with the Certified Payroll(s) to insure that the amounts claimed on the statement are reflected in the Certified Payroll(s).
   4. Time Cards: Are the time cards original – written in different hands, at different times, or do they appear to be written by the same person at a later time?
   5. Cancelled checks: Review checks submitted to be sure that the documents appear to have been cleared through a bank. Look at the check numbers and make sure that they correspond to the check numbers reported on the Certified Payroll(s).
   6. Certified Payroll(s): Review the information reported on the Certified Payroll(s).
   7. Determine if the information provided complies with the requirements of Labor Code 1776(c)
   8. Review the Certified Payroll to identify any additional issues such as:
      a. Correct utilization of reported apprentices.
      b. Obvious violations (failure to pay overtime over 8 hours per day or ratio violations within certain crafts or failure to report wages for "owners" or "partners").
      c. Hourly Rate of Pay: The rate that should be reflected in this column is the "total hourly wage" paid to (and on behalf of) the employee.
      d. Check the certification statement for compliance with the Labor Code.
      e. Review the Fringe Benefits Statement. If the contractor is claiming employer contributions, these contributions must be documented on the Fringe Benefit Statement. The contractor must provide proof of the payments in prevailing rate of per diem wages.
      f. Provided the Certified Payrolls are accepted being accurate, and violations are substantiated, audit the certified payroll(s) to determine the amount of wages and penalties that are due.
      g. If false Certified Payroll(s) are indicated, note this fact for possible filing of a felony complaint for violation of Labor Code 1778.
      h. Indicate any failure to submit or faulty submission of Certified Payroll Reports. If the Certified Payroll's are not submitted, ***or*** if ALL the information is not provided, AND the time for submission has lapsed, initiate penalties pursuant to Labor Code 1776(g) to compel compliance.

J. If the investigator discovers potential violations of the Labor Code not pertaining to Public Works law, such as payment with insufficient fund checks, not providing paycheck stubs, apprenticeship issues, false Certified Payroll or kickbacks, the investigator shall submit these findings to the appropriate enforcing agency.

K. At the point the investigator has determined that there is sufficient evidence that a violation has occurred, a Notice of Intent to Request Forfeiture will be prepared and submitted to all affected parties notifying them of our findings and offering them an opportunity to meet. The purpose of the pre-withhold meeting is to review and discuss the initial audit results with the contractor(s), inform the contractor(s) of his/her due process rights, schedule a due date (10 days) for any mitigating evidence to be submitted by the contractor(s).

L. After review and consideration of any mitigating evidence submitted by the contractor, the audit findings will be finalized a letter is sent to the contractor with directions on how to make the payments along with the finalized audit. In the event that a settlement cannot be reached, the case is then forwarded to the State Labor Commissioner for approval of the "Request for Approval of Forfeitures and Penalties".

M. If the aggregate amount of forfeitures assessed to a contractor or subcontractor is less than $1000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following: (1) the Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a); (2) an Audit as defined in section 16432(e) of the Regulations, and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code Section 1775.

N. If the aggregate amount of forfeitures assessed to a contractor or subcontractor is more than $1000.00 the Investigator must submit, in writing, a Request for Approval of Forfeiture to the State Labor Commissioner. The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741. Limitations expire 180 days after the filing of a valid Notice of Completion in the Office of the County Recorder. However, if the assessment is served after the expiration of this 180-day period, but before the expiration of an additional 180 days, and the Awarding Body has not yet made full payment to the contractor, the assessment is valid up to the amount of the funds retained. A copy of the Request for Approval of Forfeiture and Penalties shall be served on the affected contractor(s) and the Awarding Body.

O. The Labor Commissioner's determination of the forfeiture is effective on the date the Labor Commissioner serves by first class mail, on the Labor Compliance Program, on the Awarding Body if different, on the contractor and on the subcontractor, if any, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

P. Upon receipt of approval, Inyo County will prepare and issue a Notice of Withholding of Contract Payments against the affected contract(s). The Notice of Withholding of Contract Payments and the review procedures pursuant to Labor Code Section 1742 shall be served on the contractor(s) and bonding companies of the affected contractor(s) by certified mail and first class mail.

Q. In accordance with Labor Code section 1742.1 (b), Inyo County shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with Inyo County designee to attempt to settle a dispute regarding the notice. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested. A written request to meet with Inyo County designee to attempt to settle a dispute regarding this notice must be transmitted to Inyo County.

R. In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of the Notice of Withholding of Contract Payments by transmitting a written request to the office of the Labor Compliance Program that appears on the Notice within 60 days after service of the notice.

S. A Request for Review either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or

subcontractor shall be provided an opportunity to review evidence to be utilized by Inyo County at the hearing within 20 days of receipt by Inyo County of the written Request for Review. (Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743).

T. In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has had a place of business. The clerk, immediately upon filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

U. In accordance with Labor Code section 1742.1 (a) (b), after 60 days following the service of a Notice of Withholding Contract Payments, under subdivision (a) of Labor Code section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Additionally, if the contractor or subcontractor demonstrates to the satisfaction of the Director that he or she had substantial grounds for appealing the notice with respect to a portion of the unpaid wages covered by the notice, the Director may exercise his or her discretion to waive payment of the liquidated damages with respect to that portion of the unpaid wages. Any liquidated damages shall be distributed to the employee along with the unpaid wages. Labor Code section 203.5 shall not apply to claims for prevailing wages under this chapter.

Notwithstanding Labor Code section 1742.1 (a), there shall be no liability for liquidated damages if the full amount of the notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

V. Within ten (10) days following our receipt of a Request for Review, Inyo County shall transmit to the Office of the Director - Legal Unit, the Request for Review and copies of the Assessment or Notice of Withholding of Contract Payments, any Audit Summary that accompanied the Assessment or Notice, and a Proof of Service or other document showing the name and address of any bonding company or Surety.

W. Within ten (10) days following our receipt of a Request for Review, Inyo County shall also notify the Affected Contractor or Subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by Inyo County at the hearing or the Request for Review.

X. Inyo County shall make evidence available for review within 20 days of its receipt of the Request for Review; provided that, this deadline may be extended by written request or agreement of the Affected Contractor or Subcontractor. Inyo County's failure to make evidence available for review as required by Labor Code section 1742(b) and Rule 24 (CCR 17224) shall preclude Inyo County from introducing such evidence in proceedings before the Hearing Officer or the Director.

Y. Once the Request for Review is transmitted to DIR, DIR will contact all parties to begin Pre-Hearing Meetings, Settlement Meetings and a Hearing, if necessary.

ATTACHMENT F – Prevailing Wage Hearing Regulations

CALIFORNIA CODE OF REGULATIONS
TITLE 8, CHAPTER 8, SUBCHAPTER 6, SECTIONS 17201 through 17270)

ARTICLE 1. GENERAL
17201. Scope and Application of Rules.
17202. Definitions.
17203. Computation of Time and Extensions of Time to Respond or Act.
17204. Appointment of Hearing Officers; Delegation of Appointment Authority to Chief Counsel.
17205. Authority of Hearing Officers.
17206. Access to Hearing Records.
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17209. Representation.
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ARTICLE 2. ASSESSMENT OR NOTICE AND REQUEST FOR REVIEW
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17224. Disclosure of Evidence.
17225. Withdrawal of Request for Review; Reinstatement.
17226. Dismissal or Amendment of Assessment or Notice of Withholding of Contract Payments.
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17228. Finality of Assessment or of Withholding of Contract Payments When No Timely Request for Review is Filed; Authority of Awarding Body to Disburse Withheld Funds.
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ARTICLE 3. PREHEARING PROCEDURES
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17250. Burdens of Proof on Wages and Penalties.
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17252. Oral Argument and Briefs.
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ARTICLE 6. DECISION OF THE DIRECTOR
17260. Decision.

17261. Reconsideration.
17262. Final Decision; Time for Seeking Review.
17263. Preparation of Record for Review.
17264. Request for Participation by Director in Judicial Review Proceeding.

ARTICLE 7. TRANSITIONAL RULE

17270. Applicability of these Rules to Notices Issued Between April 1, 2001 and June 30, 2001.

ARTICLE 1. GENERAL

17201. Scope and Application of Rules.

(a) These Rules govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Articles 1 and 2 of Division 2, Part 7, Chapter 1 (commencing with section 1720) of the Labor Code, as well as any notice assessing penalties for noncompliance with payroll record obligations under Labor Code section 1776. The provisions of Labor Code section 1742 and these Rules apply to all such assessments and notices served on a contractor or subcontractor on or after July 1, 2001 and provide the exclusive method for an Affected Contractor or Subcontractor to obtain review of any such notice or assessment. These Rules also apply to transitional cases in which notices were served but no court action was filed under Labor Code sections 1731-1733 prior to July 1, 2001, in accordance with Section 17270 (Rule 70) below.

(b) These Rules do not govern debarment proceedings under Labor Code section 1777.1, nor proceedings to review determinations with respect to the violation of apprenticeship obligations under Labor Code sections 1777.5 and 1777.7, nor any criminal prosecution.

(c) These Rules do not preclude any remedies otherwise authorized by law to remedy violations of Division 2, Part 7, Chapter 1 of the Labor Code.

(d) For easier reference, individual sections within these prevailing wage hearing regulations are referred to as "Rules" using only their last two digits. For example, this Section 17201 may be referred to as Rule 01.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742, 1771.5, 1771.6(b), 1773.5, 1776, and 1777.1 – 1777.7, Labor Code; and Stats. 2000, Chapter 954, §1.

17202. Definitions.

For the purpose of these Rules:

(a) "Affected Contractor or Subcontractor" means a contractor or subcontractor (as defined under Labor Code section 1722.1) to whom the Labor Commissioner has issued a civil wage and penalty assessment pursuant to Labor Code section 1741, or to whom an Awarding Body has issued a notice of the withholding of contract payments pursuant to Labor Code section 1771.6, or to whom the Labor Commissioner or the Division of Apprentice Standards has issued a notice assessing penalties for noncompliance with payroll record obligations under Labor Code section 1776;

(b) "Assessment" means a civil wage and penalty assessment issued by the Labor Commissioner or his or her designee pursuant to Labor Code section 1741, and it also includes a notice issued by either the Labor Commissioner or the Division of Apprenticeship Standards pursuant to Labor Code section 1776;

(c) "Awarding Body" means an Awarding Body or body awarding the contract (as defined in Labor Code section 1722) that exercises enforcement authority under Labor Code section 1726 or 1771.5;

(d) "Department" means the Department of Industrial Relations;

(e) "Director" means the Director of the Department of Industrial Relations;

(f) "Enforcing Agency" means the entity which has issued an Assessment or Notice of Withholding of Contract Payments and with which a Request for Review has been filed; *i.e.*, it refers to the Labor Commissioner when review is sought from an Assessment, the Awarding Body when review is sought from a Notice of Withholding of Contract Payments, and the Division of Apprenticeship Standards when review is sought from a notice issued by that agency that assesses penalties under Labor Code section 1776;

(g) "Hearing Officer" means any person appointed by the Director pursuant to Labor Code section 1742(b) to conduct hearings and other proceedings under Labor Code section 1742 and these Rules;

(h) "Joint Labor-Management Committee" means a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (section 175a of Title 29 of the United States Code).

(i) "Labor Commissioner" means the Chief of the Division of Labor Standards Enforcement and includes his or her designee who has been authorized to carry out the Labor Commissioner's functions under Chapter 1, Part 7 of Division 2 (commencing with section 1720) of the Labor Code;

(j) "Party" means an Affected Contractor or Subcontractor who has requested review of either an Assessment or a Notice of Withholding of Contract Payments, the Enforcing Agency that issued the Assessment or the Notice of Withholding of Contract Payments from which review is sought, and any other Person who has intervened under subparts (a), (b), or (c) of Rule 08 [Section 17208];

(k) "Person" means an individual, partnership, limited liability company, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character;

(l) "Representative" means a person authorized by a Party to represent that Party in a proceeding before a Hearing Officer or the Director, and includes the Labor Commissioner when the Labor Commissioner has intervened to represent the Awarding Body in a review proceeding pursuant to Labor Code section 1771.6(b).

(m) "Rule" refers to a section within this subchapter 6. The Rule number corresponds to the last two digits of the full section number. (For example, Rule 08 is the same as section 17208.)

(n) "Surety" has the meaning set forth in Civil Code section 2787 and refers to the entity that issues the public works bond provided for in Civil Code sections 3247 and 3248 or any other surety bond that guarantees the payment of wages for labor.
(o) "Working Day" means any day that is not a Saturday, Sunday, or State holiday, as determined with reference to Code of Civil Procedure sections 12(a) and 12(b) and Government Code sections 6700 and 6701.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 2787, 3247, and 3248, Civil Code; sections 12a and 12b, Code of Civil Procedure; sections 6700, 6701, 11405.60 and 11405.70, Government Code; sections1720 et seq., 1722, 1722.1, 1726, 1741, 1742, 1742(b), 1771.5, 1771.6, 1771.6(b), and 1776, Labor Code; and 29 U.S.C. §175a.

17203. Computation of Time and Extensions of Time to Respond or Act.
(a) In computing the time within which a right may be exercised or an act is to be performed, the first day shall be excluded and the last day shall be included. If the last day is not a Working Day, the time shall be extended to the next Working Day.
(b) Unless otherwise indicated by proof of service, if the envelope was properly addressed, the mailing date shall be presumed to be: a postmark date imprinted on the envelope by the U.S. Postal Service if first-class postage was prepaid; or the date of delivery to a common carrier promising overnight delivery as shown on the carrier's receipt.
(c) Where service of any notice, decision, pleading or other document is by first class mail, and if within a given number of days after such service, a right may be exercised, or an act is to be performed, the time within which such right may be exercised or act performed is extended five days if the place of address is within the State of California, and 10 days if the place of address is outside the State of California but within the United States. However, this Rule shall not extend the time within which the Director may reconsider or modify a decision to correct an error (other than a clerical error) under Labor Code section 1742(b).
(d) Where service of any notice, pleading, or other document is made by an authorized method other than first class mailing, extensions of time to respond or act shall be calculated in the same manner as provided under section 1013 of the Code of Civil Procedure, unless a different requirement has been specified by the appointed Hearing Officer or by another provision of these Rules.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1010 through 1013, Code of Civil Procedure; and section 1742(b), Labor Code.

17204. Appointment of Hearing Officers; Delegation of Appointment Authority to Chief Counsel.
(a) Upon receipt of a Request for Review of an Assessment or of a Notice of Withholding of Contract Payments, the Director, acting through the Chief Counsel (*see* subpart (d) below), shall appoint an impartial Hearing Officer to conduct the review proceeding.
(b) The appointed Hearing Officer shall be an attorney employed by the Office of the Director – Legal Unit. However, if no attorney employed by the Office of the Director – Legal Unit is available or qualified to serve in a particular matter, the appointed Hearing Officer may be any attorney or administrative law judge employed by the Department, other than an employee of the Division of Labor Standards Enforcement.
(c) Any person appointed to serve as a Hearing Officer in any matter shall possess at least the minimum qualifications for service as an administrative law judge pursuant to Government Code section 11502(b) and shall be someone who is not precluded from serving under Government Code section 11425.30.
(d) The Director's authority under Labor Code section 1742(b) to appoint an impartial Hearing Officer, is delegated in all cases to the Chief Counsel of the Office of the Director or to the Chief Counsel's designated Assistant or Acting Chief Counsel when the Chief Counsel is unavailable or disqualified from participating in a particular matter. This delegation includes all related authority under Rule 40 [Section 17240] below to appoint a different Hearing Officer to conduct all or any part of a review proceeding as well as the authority to consider and decide or to assign to another Hearing Officer for consideration and decision any motion to disqualify an appointed Hearing Officer.
NOTE: Authority cited: sections 7, 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 11425.30 and 11502(b), Government Code; and sections 7, 55, 59, and 1742(b), Labor Code.

17205. Authority of Hearing Officers.
(a) In any proceeding assigned for hearing and decision under the provisions of Labor Code section 1742, the appointed Hearing Officer shall have full power, jurisdiction and authority to hold a hearing and ascertain facts for the information of the Director, to hold a prehearing conference, to issue a subpoena and subpoena duces tecum for the attendance of a Person and the production of testimony, books, documents, or other things, to compel the attendance of a Person residing anywhere in the state, to certify official acts, to regulate the course of a hearing, to grant a withdrawal, disposition or amendment, to order a continuance, to approve a stipulation voluntarily entered into by the Parties, to administer oaths and affirmations, to rule on objections, privileges, defenses, and the receipt of relevant and material evidence, to call and examine a Party or witness and introduce into the hearing record documentary or other evidence, to request a Party at any time to state the respective position or supporting theory concerning any fact or issue in the proceeding, to extend the submittal date of any proceeding, to exercise such other and additional authority as is delegated to Hearing Officers under these Rules or by an express written delegation by the Director, and to prepare a recommended decision, including a notice of findings, findings, and an order for approval by the Director.
(b) There shall be no right of appeal to or review by the Director of any decision, order, act, or refusal to act by an appointed Hearing Officer other than through the Director's review of the record in issuing or reconsidering a written decision under Rules 60 [Section 17260] and 61 [Section 17261] below.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11512, Government Code and section 1742(b), Labor Code.

17206. Access to Hearing Records.

(a) Hearing case records shall be available for inspection and copying by the public, to the same extent and subject to the same policies and procedures governing other records maintained by the Department. Hearing case records normally will be available for review in the office of the appointed Hearing Officer; *provided however,* that a case file may be temporarily unavailable when in use by the appointed Hearing Officer or by the Director or his or her designee.

(b) Nothing in this Rule shall authorize the disclosure of any record or exhibit that is required to be kept confidential or is otherwise exempt from disclosure by law or that has been ordered to be kept confidential by an appointed Hearing Officer.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 6250 et seq. Government Code and section 1742(b), Labor Code.

17207. Ex Parte Communications.

(a) Except as provided in this Rule, once a Request for Review is filed, and while the proceeding is pending, there shall be no direct or indirect communication regarding any issue in the proceeding to the appointed Hearing Officer or the Director, from the Enforcing Agency or any other Party or other interested Person, without notice and the opportunity for all Parties to participate in the communication.

(b) A communication made on the record in the hearing is permissible.

(c) A communication concerning a matter of procedure or practice is presumed to be permissible, unless the topic of the communication appears to the Hearing Officer to be controversial in the context of the specific case. If so, the Hearing Officer shall so inform the other participant and may terminate the communication or continue it until after giving all Parties notice and an opportunity to participate. Any written communication concerning a matter of procedure or practice, and any written response, or a written memorandum identifying the participants and stating the substance of any such oral communication or response shall be added to the case file so that all Parties have a reasonable opportunity to review it. Unless otherwise provided by statute or these Rules, the appointed Hearing Officer may determine a matter of procedure or practice based upon a permissible ex-parte communication. The term "matters of procedure or practice" shall be liberally construed.

(d) A communication from the Labor Commissioner to the Hearing Officer or the Director which is deemed permissible under Government Code section 11430.30 is permitted only if any such written communication and any written response, or a written memorandum identifying the participants and stating the substance of any such oral communication or response, is added to the case file so all Parties have a reasonable opportunity to review it.

(e) If the Hearing Officer or the Director receives a communication in violation of this Rule, he or she shall comply with the requirements of Government Code section 11430.50.

(f) To the extent not inconsistent with Labor Code section 1742, the provisions of Article 7 of Chapter 4.5 of Title 2, Division 3, Part 1 (commencing with section 11430.10) of the Government Code governing ex parte communications in administrative adjudication proceedings shall apply to review proceedings conducted under these Rules.

(g) This Rule shall not be construed as prohibiting communications between the Director and the Labor Commissioner or between the Director and any other interested Person on issues or policies of general interest that coincide with issues involved in a pending review proceeding; *provided that* (1) the communication does not directly or indirectly seek to influence the outcome of any pending proceeding; (2) the communication does not directly or indirectly identify or otherwise refer to any pending proceeding; and (3) the communication does not occur at a time when the Director or the other party to the communication knows that a proceeding in which the other party to the communication is interested is under active consideration by the Director.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 11430.10 through 11430.80, Government Code, and section 1742(b), Labor Code.

17208. Intervention and Participation by other Interested Persons.

(a) The Labor Commissioner may intervene as a matter of right in any review from a Notice of Withholding of Contract Payments, either as the Representative of the Awarding Body or as an interested third Party.

(b) A bonding company and any Surety on a bond that secures the payment of wages covered by the Assessment or Notice of Withholding of Contract Payments shall be permitted to intervene as a matter of right in any pending review filed by the contractor or subcontractor from the Assessment or Withholding of Contract Payments in question; *provided that,* intervention is sought at or before the first prehearing conference held pursuant to Rule 31 [Section 17231] below and within either 30 days after the bonding company or Surety was served with a copy of the Assessment or Notice of Withholding of Contract Payments or 30 days after the filing of the Request for Review, whichever is later. Thereafter, any request to intervene by such a bonding company or Surety shall be treated as a motion for permissive participation under subpart (~~c~~d) of this Rule. A bonding company or Surety shall have the burden of proof with respect to any claim that it did not receive notice of the Assessment or Notice of Withholding of Contract Payments until after the filing of the Request for Review.

(c) The employee(s), labor union, or Joint Labor-Management Committee who filed the formal complaint which led the Enforcing Agency to issue the Assessment or Notice of Withholding of Contract payments shall be permitted to intervene in a pending review filed by the contractor or subcontractor from the Assessment or Withholding of Contract Payments in question; *provided that,* intervention is sought at or before the first prehearing conference held pursuant to Rule 31 [Section 17231] below and there is no good cause to deny the request. Thereafter, any request to intervene by such employee(s), labor union, or Joint Labor-Management Committee shall be treated as a motion for permissive participation as an interested Person under subpart (d) of this Rule.

(d) Any other Person may move to participate as an interested Person in a proceeding in which that Person claims a substantial interest in the issues or underlying controversy and in which that Person's participation is likely to assist and not hinder or protract the hearing and determination of the case by the Hearing Officer and the Director. Interested Persons who are permitted to participate under this Rule shall *not* be regarded as Parties to the proceeding for any purpose, but may be provided notices and the opportunity to present arguments under such terms as the Hearing Officer deems appropriate.
(e) Rights to intervene or participate as an interested party are only in accordance with this Rule. Intervention or permissive participation under this Rule shall not expand the scope of issues under review nor shall it extend any rights or interests which have been forfeited as a result of an Affected Contractor or Subcontractor's own failure to file a timely Request for Review. The Hearing Officer may impose conditions on an intervener's or other interested Person's participation in the proceeding, including but not limited to those conditions specified in Government Code §11440.50(c).
(f) No Person shall be required to seek intervention in a review proceeding as a condition for pursuing any other remedy available to that Person for the enforcement of the prevailing wage requirements of Division 2, Part 7, Chapter 1 (starting with section 1720) of the Labor Code.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11440.50(c), Government Code; and sections 1720 et seq., 1741, 1742, and 1771.6, Labor Code.

17209. Representation at Hearing.
(a) A Party may appear in person or through an authorized Representative, who need not be an attorney at law; *however,* a Party shall use the form Authorization for Representation by Non-Attorney [8 CCR 17209(b) (New 1/15/02)] to authorize representation by any non-attorney who is not an owner, officer, or managing agent of that Party.
(b) Upon formal notification that a Party is being represented by a particular individual or firm, service of subsequent notices in the matter shall be made on the Representative, either in addition to or instead of the Party, unless and until such authorization is terminated or withdrawn by further written notice. Service upon an authorized Representative shall be effective for all purposes and shall control the determination of any notice period or the running of any time limit for the performance of any acts, regardless of whether or when such notice may also have been served directly on the represented Party.
(c) An authorized Representative shall be deemed to control all matters respecting the interests of the represented Party in the proceedings.
(d) Parties and their Representatives shall have a continuing duty to keep the appointed Hearing Officer and all other Parties to the proceeding informed of their current address and telephone number.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

17210. Proper Method of Service.
(a) Unless a particular method of service is specifically prescribed by statute or these Rules, service may be made by: (1) personal delivery; (2) priority or first class mailing postage prepaid through the U. S. Postal Service; (3) any other means authorized under Code of Civil Procedure section 1013; or (4) if authorized by the Hearing Officer pursuant to Rule 11 [Section 17211] below, by facsimile or other electronic means.
(b) Service is complete at the time of personal delivery or mailing, or at the time of transmission as determined under Rule 11 [Section 17211] below.
(c) Proof of service shall be filed with the document and may be made by: (1) affidavit or declaration of service; (2) written statement endorsed upon the document served and signed by the party making the statement; or (3) copy of letter of transmittal.
(d) Service on a Party who has appeared through an attorney or other Representative shall be made upon such attorney or Representative.
(e) In each proceeding, the Hearing Officer shall maintain an official address record which shall contain the names and addresses of all Parties and their Representatives, agents, or attorneys of record. Any change or substitution in such information must be communicated promptly in writing to the Hearing Officer. The official address record may also include the names and addresses of interested Persons who have been permitted to participate under Rule 08(d) [Section 17208].
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1013, Code of Civil Procedure and section 1742(b), Labor Code.

17211. Filing and Service of Documents by Facsimile or Other Electronic Means.
(a) In individual cases the Hearing Officer may authorize the filing and service of documents by facsimile or by other electronic means, subject to reasonable restrictions on the time of transmission and the page length of any document or group of documents that may be transmitted by facsimile or other electronic means, and subject to any further requirements on the use of cover sheets or the subsequent filing and service of originals or hard copies of documents as the Hearing Officer deems appropriate. Filing and service by facsimile or other electronic means shall not be authorized under terms that substantially disadvantage any Party appearing or participating in the proceeding as a matter of right. A document transmitted by facsimile or other electronic means shall not be considered received until the next Working Day following transmission unless it is transmitted on a Working Day and the entire transmission is completed by no later than 4:00 p.m. Pacific Time.
(b) Filings and service by facsimile or other electronic means shall not authorized or accepted as a substitute for another method of service that is required by statute or these Rules, unless the Party served has expressly waived its right to be served in the required manner.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

17212. Administrative Adjudication Bill of Rights.

(a) The provisions of the Administrative Adjudication Bill of Rights found in Article 6 of Chapter 4.5 of Title 2, Division 3, Part 1 (commencing with section 11425.10) of the Government Code shall apply to these review proceedings to the extent not inconsistent with a state or federal statute, a federal regulation, or a court decision which applies specifically to the Department. The enumeration of certain rights in these Rules may expand but shall not be construed as limiting the same or similar provision of the Administrative Adjudication Bill of Rights; nor shall the enumeration of certain rights in these Rules be construed as negating other statutory rights not stated.

(b) Ex parte communications shall be permitted between the appointed Hearing Officer and the Director in accordance with Government Code section 11430.80(b).

(c) The presentation or submission of any written communication by a Party or other interested Person during the course of a review proceeding shall be governed by the requirements of Government Code §11440.60 (b) and (c).

(d) Unless otherwise indicated by express reference within the body of one of these Rules, the provisions of Chapter 5 of Title 2, Division 3, Part 1 (commencing with section 11500) of the Government Code shall *not* apply to these review proceedings.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 11415.20, 11425.10 et seq., and 11430.80(b), Government Code; and section 1742(b), Labor Code.

ARTICLE 2. ASSESSMENT OR NOTICE AND REQUEST FOR REVIEW

17220. Service and Contents of Assessment or Notice of Withholding of Contract Payments.

(a) An Assessment, a Notice of Withholding of Contract Payments, or a notice assessing penalties under Labor Code section 1776 shall be served on the contractor and subcontractor, if applicable, by first class and certified mail pursuant to the requirements of Code of Civil Procedure section 1013. A copy of the notice shall also be served by certified mail on any bonding company issuing a bond that secures the payment of the wages covered by the Assessment or Notice and to any Surety on a bond, if the identities of such companies are known or reasonably ascertainable. The identity of any Surety issuing a bond for the benefit of an Awarding Body as designated obligee, shall be deemed "known or reasonably ascertainable," and the Surety shall be deemed to have received the notice required under this subpart if sent to the address appearing on the face of the bond.

(b) An Assessment or Notice of Withholding of Contract Payments shall be in writing and shall include the following information:

(1) a description of the nature of the violation and basis for the Assessment or Notice; and

(2) the amount of wages, penalties, and forfeitures due, including a specification of amounts that have been or will be withheld from available contract payments, as well as all additional amounts that the Enforcing Agency has determined are due, including the amount of any liquidated damages that potentially may be awarded under Labor Code section 1742.1.

(c) An Assessment or Notice of Withholding of Contract Payments shall also include the following information:

(1) the name and address of the office to whom a Request for Review may be sent;

(2) information on the procedures for obtaining review of the Assessment or Withholding of Contract Payments;

(3) notice of the Opportunity to Request a Settlement Meeting under Rule 21 [Section 17221] below; and

(4) the following statement which shall appear in bold or another type face that makes it stand out from the other text:

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1013, Code of Civil Procedure, and sections 1741, 1742, 1743, 1771.6, and 1776, Labor Code.

17221. Opportunity for Early Settlement.

(a) The Affected Contractor or Subcontractor may, within 30 days following the service of an Assessment or Notice of Withholding of Contract Payments, request a meeting with the Enforcing Agency for the purpose of attempting to settle the dispute regarding the Assessment or Notice.

(b) Upon receipt of a timely written request for a settlement meeting, the Enforcing Agency shall afford the Affected Contractor or Subcontractor a reasonable opportunity to meet for such purpose. The settlement meeting may be held in person or by telephone and shall take place before expiration of the 60-day limit for filing a Request for Review under Rule 22 [Section 17222].

(c) Nothing herein shall preclude the Parties from meeting or attempting to settle a dispute after expiration of the time for making a request or after the filing of a Request for Review.

(d) Neither the making or pendency of a request for a settlement meeting, nor the fact that the Parties have met or have failed or refused to meet as required by this Rule shall serve to extend the time for filing a Request for Review under Rule 22 [Section 17222] below.

(e) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, such a settlement meeting shall be admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, such a settlement meeting, other than a final settlement agreement, shall be admissible or subject to discovery in any administrative or civil proceeding.

NOTE: Authority cited: sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: sections 1742, 1742.1, and 1771.6, Labor Code.

17222. Filing of Request for Review.

(a) Any Request for Review of an Assessment or of a Notice of Withholding of Contract Wages shall be transmitted in writing to the Enforcing Agency within 60 days after service of the Assessment or Notice. Failure to request review within 60 days shall result in the Assessment or the Withholding of Contract Wages becoming final and not subject to further review under these Rules.

(b) A Request for Review shall be transmitted to the office of the Enforcing Agency designated on the Assessment or Notice of Withholding of Contract Payments from which review is sought.

(c) A Request for Review shall be deemed filed on the date of mailing, as determined by the U.S. Postal Service postmark date on the envelope or the overnight carrier's receipt in accordance with Rule 03(b) [Section 17203(b)] above, or on the date of receipt by the designated office of the Enforcing Agency, whichever is earlier.

(d) An additional courtesy copy of the Request for Review may be served on the Department by mailing to the address specified in Rule 23 [Section 17223] below at any time on or after the filing of the Request for Review with the Enforcing Agency. The service of a courtesy copy on the Department shall *not* be effective for invoking the Director's review authority under Labor Code section 1742; however, it may determine the time within which the hearing shall be commenced under Rule 41(a) [Section 17241(a)] below.

(e) A Request for Review either shall clearly identify the Assessment or Notice from which review is sought, including the date of the Assessment or Notice, or it shall include a copy of the Assessment or Notice as an attachment. A Request for Review shall also set forth the basis upon which the Assessment or Notice is being contested. A Request for Review shall be liberally construed in favor of its sufficiency; however, the Hearing Officer may require the Party seeking review to provide a further specification of the issues or claims being contested and a specification of the basis for contesting those matters.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742 and 1771.6(a), Labor Code.

17223. Transmittal of Request for Review to Department.

Within ten (10) days followings its receipt of a Request for Review, the Enforcing Agency shall transmit to the Office of the Director – Legal Unit, the Request for Review and copies of the Assessment or Notice of Withholding of Contract Wages, any Audit Summary that accompanied the Assessment or Notice, and a Proof of Service or other document showing the name and address of any bonding company or Surety entitled to notice under Rule 20(a) [Section 17220(a)] above. The Enforcing Agency shall transmit these items to the following address.

Department of Industrial Relations
Office of the Director - Legal Unit
Attention: Lead Hearing Officer
P.O. Box 420603
San Francisco, CA 94142-0603

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742(a) and 1771.6(a), Labor Code.

17224. Disclosure of Evidence.

(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the Affected Contractor or Subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing on the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the Affected Contractor or Subcontractor the option, at the Affected Contractor or Subcontractor's own expense, to either (A) obtain copies of all such evidence through a commercial copying service or (B) inspect and copy such evidence at the office of the Enforcing Agency during normal business hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the Affected Contractor or Subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the Affected Contractor or Subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code section 1742(b) and this Rule shall preclude the Enforcing Agency from introducing such evidence in proceedings before the Hearing Officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the Affected Contractor or Subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another Party in the proceeding.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742(b) and 1771.6, Labor Code.

17225. Withdrawal of Request for Review; Reinstatement.

(a) An Affected Contractor or Subcontractor may withdraw a Request for Review by written notification at any time before a decision is issued or by oral motion on the hearing record. The Hearing Officer may grant such withdrawal by letter, order or decision served on the Parties.

(b) For good cause, a Request for Review so dismissed may be reinstated by the Hearing Officer or the Director upon a showing that the withdrawal resulted from misinformation given by the Enforcing Agency or otherwise from fraud or coercion. A motion for reinstatement must be filed within 60 days of service of the letter, order or decision granting withdrawal of the Request for Review or, in the event of fraud which could not have been suspected or discovered with the exercise of reasonable diligence, within 60 days of discovery of such fraud. The motion shall be accompanied by a declaration containing a statement that any facts therein are based upon the personal knowledge of the declarant.
(c) Notwithstanding any application or showing made under subpart (b) of this Rule, neither the Hearing Officer nor the Director may reinstate any Request for Review where the underlying Assessment or Withholding of Contract Payments has become final and entered as a court judgment.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742 and 1771.6, Labor Code.

17226. Dismissal or Amendment of Assessment or of Notice of Withholding of Contract Payments.
(a) Upon motion to the appointed Hearing Officer, an Enforcing Agency may dismiss or amend an Assessment or Notice of Withholding of Contract Payments as follows:

(1) An Assessment or Notice of Withholding may be dismissed or amended to eliminate or reduce all or part of any claim for wages, damages, or penalties that has been satisfied or that is not warranted under the facts and circumstances of the case or to conform to an order of the Hearing Officer or the Director.

(2) An Assessment or Notice of Withholding may be amended to eliminate a claim for penalties as to the affected contractor upon a determination that the affected contractor is not liable for same under either Labor Code section 1775(b) [subcontractor's failure to pay prevailing rate] or Labor Code section 1776 (g) [failure to comply with request for certified payroll records].

(3) For good cause, an Assessment or Notice of Withholding of Contract Payments may be amended to revise or increase any claim for wages, damages, or penalties based upon a recomputation or the discovery of new evidence subsequent to the issuance of the original Assessment or Notice.

(b) The Hearing Officer shall grant any motion to dismiss or amend an Assessment or Notice of Withholding downward under subparts (a)(1) or (a)(2) absent a showing that such dismissal or amendment will result in the forfeiture of substantial substantive rights of another Party to the proceeding. The Hearing Officer may grant a motion to amend an Assessment or Notice of Withholding upward under subpart (a)(3) under such terms as are just, including where appropriate the extension of an additional opportunity for early settlement under Rule 21 [Section 17221]. Unless the Hearing Officer determines otherwise, an amended Assessment or Notice of Withholding shall be deemed fully controverted without need for filing an additional or amended Request for Review.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742, 1771.6, 1775(b), and 1776(g), Labor Code.

17227. Early Disposition of Untimely Assessment, Withholding, or Request for Review.
(a) Upon the application of any Party or upon his or her own motion, the appointed Hearing Officer may issue an Order to Show Cause why an Assessment, a Withholding of Contract Payments, or a Request for Review should not be dismissed as untimely under the relevant statute.
(b) An Order to Show Cause issued under subpart (a) of this Rule shall be served on all Parties who have appeared or been served with any prior notice in the matter and shall provide the Parties with at least 10 days to respond in writing to the Order to Show Cause and an additional 5 days following the service of such responses to reply to any submission by any other Party. Evidence submitted in support or opposition to an Order to Show Cause shall be by affidavit or declaration under penalty of perjury. There shall be no oral hearing on an Order to Show Cause issued under this Rule unless requested by a Party or by the Hearing Officer.
(c) After the time for submitting responses and replies to the Order to Show Cause has passed or after the oral hearing, if any, the Hearing Officer may do one of the following: (1) recommend that the Director issue a decision setting aside the Assessment or Withholding of Contract Payments or dismissing the Request for Review as untimely under the statute; (2) find the Assessment, Withholding, or Request for Review timely and direct that the matter proceed to hearing on the merits; or (3) reserve the timeliness issue for further consideration and determination in connection with the hearing on the merits.
(d) A decision by the Director which sets asides an Assessment or Withholding of Contract Payments or which dismisses a Request for Review as untimely shall be subject to reconsideration and to judicial review in the same manner as any other Final Order or Decision of the Director. A determination by the Hearing Officer that the Assessment, Withholding, or Request for Review was timely or that the timeliness issue should be reserved for further consideration and determination in connection with the hearing on the merits shall *not* be subject to appeal or review except as part of any reconsideration or appeal from the Decision of the Director made after the hearing on the merits.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1741, 1742, 1771.5, and 1771.6, Labor Code.

17228. Finality of Assessment or of Withholding of Contract Payments When No Timely Request for Review is Filed; Authority of Awarding Body to Disburse Withheld Funds.
(a) Upon the failure of an Affected Contractor or Subcontractor to file a timely Request for Review under Labor Code section 1742(a) and Rule 22(a) [Section 17222(a)] above, the Assessment or Notice of Withholding of Contract Payments shall become a "final order" as

to the Affected Contractor or Subcontractor that the Labor Commissioner may certify and file with the superior court in accordance with Labor Code section 1742(d).
(b) Where an Assessment or Notice of Withholding of Contract Payments has become final as to at least one but not as to every Affected Contractor or Subcontractor, the Awarding Body shall continue to withhold and retain the amounts required to satisfy any wages and penalties at stake in a review proceeding initiated by any other Affected Contractor or Subcontractor until there is a final order in that proceeding that is no longer subject to judicial review.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1727, 1742, and 1771.6, Labor Code.

17229. Finality of Notice of Withholding of Contract Payments; Authority of Awarding Body to Recover Additional Funds.
Where a Notice of Withholding of Contract Payments seeks to recover wages, penalties, or damages in excess of the amounts withheld from available contract payments (*see* Rule 20(b)(2) [Section 17220(b)(2)] above), an Awarding Body may recover any excess amounts that become or remain due when the Notice of Withholding of Contract Payments has become final under Labor Code section 1771.6. To recover the excess amounts, the Awarding Body shall transmit to the Labor Commissioner the Notice together with any decision of the Director or court that has become final and not subject to further review. The Labor Commissioner in turn shall certify and file the final order with the superior court in accordance with Labor Code section 1742(d).
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742(d), and 1771.6, Labor Code.

ARTICLE 3. PRE-HEARING PROCEDURES
17230. Scheduling of Hearing; Continuances and Tolling.
(a) The appointed Hearing Officer shall establish the place and time of the hearing on the merits, giving due consideration to the needs of all Parties and the statutory time limits for hearing and deciding the matter. Parties are encouraged to communicate scheduling needs to the Hearing Officer and all other Parties at the earliest opportunity. It shall not be a violation of Rule 07 [Section 17207]'s prohibition on ex parte communications for the Hearing Officer or his or her designee to communicate with Parties individually for purposes of clearing dates and times and proposing locations for the hearing. The Hearing Officer may also conduct a prehearing conference by telephone or any other expeditious means for purposes of establishing the time and place of the hearing.
(b) Once a hearing date is set, a request for a continuance that is not joined in by all other Parties or that is for more than 30 days will not be granted absent a showing of extraordinary circumstances, giving due regard to the potential prejudice to other Parties in the case and other Persons affected by the matter under review. Absent an enforceable waiver (*see* subpart (d) below), no continuance will be granted nor any proceeding otherwise delayed if doing so is likely to prevent the Hearing Officer from commencing the hearing on the matter within the statutory time limit.
(c) A request for a continuance that is for 30 days or less and is joined by all Parties shall be granted upon a showing of good cause. Notwithstanding subpart (b) above, a unilateral request for a continuance made by the Party who filed the Request for Review shall be granted upon a showing of good cause if the new date for commencing the hearing is no more than 150 days after the date of service of the Assessment or Notice of Withholding of Contract Payments.
(d) If a Party makes or joins in any request that would delay or otherwise extend the time for hearing or deciding a review proceeding beyond any prescribed time limit, such request shall also be deemed a waiver by that Party of that time limit.
(e) The time limits for hearing and deciding a review proceeding shall also be deemed tolled (1) when proceedings are suspended to seek judicial enforcement of a subpoena or other order to compel the attendance, testimony, or production of evidence by a necessary witness; (2) when the proceedings are stayed or enjoined by any court order; (3) between the time that a proceeding is dismissed and then ordered reinstated under Rule 25 [Section 17225] above; (4) upon the order of a court reinstating or requiring rehearing of the merits of a proceeding; or (5) during the pendency of any other cause beyond the Director's direct control (including but not limited to natural disasters, temporary unavailability of a suitable hearing facility, or absence of budget authority) that prevents the Director or any appointed Hearing Officer from carrying out his or her responsibilities under these Rules.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

17231. Pre-hearing Conference.
(a) Upon the application of any Party or upon his or her own motion, the appointed Hearing Officer may conduct a prehearing conference for any purpose that may expedite or assist the preparation of the matter for hearing or the disposition of the Request for Review. The prehearing conference may be conducted by telephone or other means that is convenient to the Hearing Officer and the Parties.
(b) The Hearing Officer shall provide reasonable advance notice of any prehearing conference conducted pursuant to this Rule. The Notice shall advise the Parties of the matters which the Hearing Officer intends to cover in the prehearing conference, but the failure of the Notice to enumerate some matter shall not preclude its discussion or consideration at the conference.
(c) With or without a prehearing conference, the Hearing Officer may issue such procedural Orders as are appropriate for the submission of evidence or briefs and conduct of the hearing, consistent with the substantial rights of the affected Parties.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11511.5, Government Code, and section 1742(b), Labor Code.

17232. Consolidation and Severance.
(a) The Hearing Officer may consolidate for hearing and decision any number of proceedings where the facts and circumstances are similar and consolidation will result in conservation of time and expense. Where the Hearing Officer proposes to consolidate

proceedings on his or her own motion, the Parties shall be given reasonable notice and an opportunity to object before consolidation is ordered.
(b) The Hearing Officer may sever consolidated proceedings for good cause.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11507.3, Government Code, and section 1742(b), Labor Code.

17233. Pre-hearing Motions; Cut Off Date.
(a) Any motion made in advance of the hearing on the merits, any opposition thereto, and any further reply shall be in writing and directed to the appointed Hearing Officer. No particular format shall be required; however, the following information shall appear prominently on the first page: (1) the case name (*i.e.*, names of the Parties); (2) any assigned case number; (3) the name of the Hearing Officer to whom the paper is being submitted; (4) the identity of the Party submitting the paper; (5) the nature of the relief sought; and (6) the scheduled date, if any, for the hearing on the merits of the Request for Review. The motion shall also include a Proof of Service, as defined in Rule 10 [Section 17210] above, showing that copies have been served on all other Parties to the proceeding.
(b) Pre-hearing motions shall be served and filed no later than 20 days prior to the hearing on the merits of the Request for Review. Any opposition shall be served and filed no later than 10 days after service of the motion or at least 7 days prior to the hearing on the merits, whichever is earlier. The Hearing Officer may in his or her discretion decide the motion in writing in advance of the hearing on the merits or reserve the matter for further consideration and determination at the hearing on the merits.
(c) There shall be no right to a separate oral hearing on any prehearing motion, except in those instances in which an oral hearing has been specially requested by a Party or the Hearing Officer *and* in which the enforcement or forfeiture of a fundamental right is at stake. When the Hearing Officer determines that such an oral hearing is necessary or appropriate, it may be conducted by telephone or other manner that is convenient to the Parties.
(d) With the exception of timeliness challenges under Rule 27 [Section 17227], prehearing motions which seek to dispose of a Request for Review or any related claim or defense are disfavored and ordinarily will not be considered prior to the hearing on the merits.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

17234. Evidence by Affidavit or Declaration.
(a) At any time 20 or more days prior to commencement of a hearing, a Party may serve upon all other Parties a copy of any affidavit or declaration which the proponent proposes to introduce in evidence, together with a notice as provided in subpart (b). Unless another Party, within 10 days after service of such notice, delivers to the proponent a request to cross-examine the affiant or declarant, the right to cross-examine such affiant or declarant is waived and the affidavit or declaration, if introduced in evidence, shall be given the same effect as if the affiant or declarant had testified in person. If an opportunity to cross-examine an affiant or declarant is not afforded after request therefor is made as herein provided, the affidavit or declaration may be introduced in evidence, but shall be given only the same effect as other hearsay evidence.
(b) The notice referred to in subpart (a) shall be substantially in the following form with the appropriate information inserted in the places enclosed by brackets:

> "The accompanying affidavit or declaration of [name of affiant or declarant] will be introduced as evidence at the hearing in [title and other information identifying the proceeding]. [Name of affiant or declarant] will not be called to testify orally, and you will not be entitled to question the affiant or declarant unless you notify [name of the proponent, Representative, agent or attorney] at [address] that you wish to cross-examine the affiant or declarant. Your request must be mailed or delivered to [name of proponent, Representative, agent or attorney] on or before [specify date *at least* 10 days after anticipated date of service of this notice on the other Parties]."

(c) If a timely request is made to cross-examine an affiant or declarant under this Rule, the burden of producing that witness at the hearing shall be upon the proponent of the witness. If the proponent fails to produce the witness, the affidavit or declaration may be introduced in evidence, but shall be given only the same effect as other hearsay evidence under Rule 44 [Section 17244].
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Rule 1613, California Rules of Court; section 11514, Government Code; and section 1742(b), Labor Code.

17235. Subpoena and Subpoena Duces Tecum.
(a) Subpoenas and subpoenas duces tecum may be issued for attendance at a hearing and for the production of documents at any reasonable time and place or at a hearing.
(b) Subpoenas and subpoenas duces tecum shall be issued by the Hearing Officer at the request of a Party, or by the attorney of record for a Party, in accordance with sections 1985 to 1985.6, inclusive, of the Code of Civil Procedure. The burden of serving a subpoena that has been issued by the Hearing Officer shall be upon the Party who requested the subpoena.
(c) Service of subpoenas and subpoenas duces tecum, objections thereto, and mileage and witness fees shall be governed by the provisions of Government Code sections 11450.20 through 11450.40.
(d) Subpoenas and subpoenas duces tecum shall be enforceable through the Contempt and Monetary Sanctions provision set forth in Rule 47 [Section 17247] below. A Party aggrieved by the failure or refusal of any witness to obey a subpoena or subpoena duces tecum shall have the burden of showing to the satisfaction of the Hearing Officer that the subpoena or subpoena duces tecum was properly issued and served and that the testimony or evidence sought was necessary to prove or disprove a significant claim or defense in the proceeding.

NOTE: Authority cited: 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1985 through 1988, Code of Civil Procedure; section 1563, Evidence Code; sections 11450.20 through 11455.30, Government Code; and section 1742(b), Labor Code.

17236. Written Notice to Party in Lieu of Subpoena.

(a) In the case of the production of a Party of record in the proceeding or of a Person for whose benefit a proceeding is prosecuted or defended, the service of a subpoena upon any such witness is not required if written notice requesting the witness to attend, with the time and place of the hearing, is served on the attorney of the Party or Person. For purposes of this Rule, a Party of record in the proceeding or Person for whose benefit a proceeding is prosecuted or defended includes an officer, director, or managing agent of any such Party or Person.

(b) Service of written notice to attend under this Rule shall be made in the same manner and subject to the same conditions provided in section 1987 of the Code of Civil Procedure for service of written notice to attend in a civil action or proceeding.

(c) The Hearing Officer shall have authority under Rule 47 [Section 17247] below to sanction a Party who fails or refuses to comply with a written notice to attend that meets the requirements of this Rule and has been timely served in accordance with section 1987 of the Code of Civil Procedure. However, the Hearing Officer may not initiate contempt proceedings against the witness for failing to appear based solely on non-compliance with a written notice to attend served on the Party's attorney. A Party seeking sanctions for another Party's failure or refusal to comply with a written notice to attend shall have the burden of showing to the satisfaction of the Hearing Officer that the written notice to attend was properly issued and timely served and that the testimony or evidence sought was necessary to prove or disprove a significant claim or defense in the proceeding.

NOTE: Authority cited: 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1987, Code of Civil Procedure; sections 11450.50 through 11455.30, Government Code; and section 1742(b), Labor Code.

17237. Depositions and Other Discovery.

(a) There shall be no right to take oral depositions or obtain any other form of discovery that is not expressly authorized under these Rules.

(b) Oral depositions may be conducted only by stipulation of all Parties to the proceedings or by order of the appointed Hearing Officer upon a showing of substantial good cause. Oral depositions will be permitted only for purposes of obtaining the testimony of witnesses who are likely to be unavailable to testify at the hearing.

(c) Nothing in this Rule shall preclude the use of deposition testimony or other evidence obtained in separate proceedings, if such evidence is otherwise relevant and admissible.

NOTE: Authority cited: 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1987, Code of Civil Procedure; sections 11450.50 through 11455.30, Government Code; and section 1742(b), Labor Code.

ARTICLE 4. HEARINGS

17240. Notice of Appointment of Hearing Officer; Objections.

(a) Notice of the Appointment of a Hearing Officer under Rule 04 [Section 17204] above shall be provided to the Parties as soon as practicable and no later than when the matter is noticed for a pre-hearing conference or hearing.

(b) The Director may appoint a different Hearing Officer to conduct and hear the review or to conduct and dispose of any preliminary or procedural matter in a given case.

(c) A Party wishing to object to the appointment of a particular Hearing Officer, including for any one or more of the grounds specified in sections 11425.30 and 11425.40 of the Government Code or section 1742(b) of the Labor Code, shall within 10 days after receiving notice of the appointment and no later than the start of any hearing on the merits, *whichever is earlier*, file a motion to disqualify the appointed Hearing Officer together with a supporting affidavit or declaration. The motion shall be filed with the Chief Counsel of the Office of the Director at the address indicated in Rule 23 [Section 17223] above. Notwithstanding the foregoing time limits, if a Party subsequently discovers facts constituting grounds for the disqualification of the appointed Hearing Officer, including but not limited to that the Hearing Officer has received a prohibited ex parte communication in the pending case, the motion shall be filed as soon as practicable after the facts constituting grounds for disqualification are discovered.

(d) Upon receipt of a motion to disqualify the appointed Hearing Officer, the Director may: (1) consider and decide the motion or appoint another Hearing Officer to consider and decide the motion, in which case the challenged Hearing Officer shall first be given an opportunity to respond to the motion, but no proceedings shall be conducted by the challenged Hearing Officer until the motion is determined; or (2) appoint another Hearing Officer to hear the Request for Review, in which case the motion shall be deemed moot.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code . Reference: sections 170.3(c)(1), Code of Civil Procedure; sections 11425.30 and 11425.40, Government Code; and section 1742(b), Labor Code.

17241. Time and Place of Hearing.

(a) A hearing on the merits of a timely Request for Review shall be commenced within 90 days after the date it is received by the Office of the Director. The hearing shall be conducted at a suitable location within the county where the appointed Hearing Officer maintains his or her regular office, unless the hearing is moved to a different county in accordance with subpart (b) below.

(b) Upon the agreement of the Parties or upon a showing of good cause by either the Party who filed the Request for Review or the Enforcing Agency, the hearing shall be conducted at a suitable location within either (1) the county where a majority of the subject public works employment was performed, or (2) any other county that is proximate to or convenient for the Parties and necessary witnesses.

(c) A suitable location under this section means one that is open and accessible to members of the public and which includes appropriate facilities for the recording of testimony. Any facility that is regularly used by any state agency or by the Awarding Body for public hearings and that will reasonably accommodate the anticipated number of Parties and witnesses involved in the proceeding is presumed suitable in the absence of a contrary showing. Parties seeking to change the location of a hearing under subpart (b) shall make reasonable efforts to identify, agree upon, and arrange for the availability of a suitable location within a county specified in subpart (b)(1) or (b)(2).
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11425.20, Government Code; and section 1742(b), Labor Code.

17242. Open Hearing; Confidential Evidence and Proceedings; and Exclusion of Witnesses.
(a) Subject to the qualifications set forth below, the hearing shall be open to the public. If all or part of the hearing is conducted by telephone, television, or other electronic means, the Hearing Officer shall conduct the hearing from a location where members of the public may be physically present, and members of the public shall also have a reasonable right of access to the hearing record and any transcript of the proceedings.
(b) Notwithstanding the provisions of subpart (a), the Hearing Officer may order closure of a hearing or make other protective orders to the extent necessary to: (1) preserve the confidentiality of information that is privileged, confidential, or otherwise protected by law; (2) ensure a fair hearing in the circumstances of the particular case; or (3) protect a minor witness or a witness with a developmental disability from intimidation or other harm, taking into account the rights of all persons.
(c) Upon motion of any Party or upon his or her own motion, the Hearing Officer may exclude from the hearing room any witnesses not at the time under examination. However, a Party to the proceeding and the Party's Representative shall not be excluded.
(d) This section does not apply to any pre-hearing or settlement conference.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 777, Evidence Code, section 11425.20, Government Code, and section 1742(b), Labor Code.

17243. Conduct of Hearing.
(a) Testimony shall be taken only on oath or affirmation under penalty of perjury.
(b) Every Party shall have the right to call and examine witnesses; to introduce exhibits; to question opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which Party first called the witness to testify; and to rebut any opposing evidence. A Party may be called by an opposing Party and examined as if under cross-examination, whether or not the Party called has testified or intends to testify on his or her own behalf.
(c) The Hearing Officer may call and examine any Party or witness and may on his or her own motion introduce exhibits.
(d) The Hearing Officer shall control the taking of evidence and other course of proceedings in a hearing and shall exercise that control in a manner best suited to ascertain the facts and safeguard the rights of the Parties. Prior to taking evidence, the Hearing Officer shall define the issues and explain the order in which evidence will be presented; *provided that*, for good cause the Hearing Officer later may vary the order of presentation as circumstances warrant.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11513, Government Code; and section 1742(b), Labor Code.

17244. Evidence Rules; Hearsay.
(a) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.
(b) The rules of privilege shall be recognized to the same extent and applied in the same manner as in the courts of this state.
(c) The Hearing Officer may exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
(d) Hearsay evidence is admissible but shall not be sufficient in itself to support a finding unless it either would be admissible over objection in a civil action or no Party raises an objection to such use. Unless previously waived, an objection or argument that evidence is insufficient in itself to support a finding because of its hearsay character shall be timely if presented at any time before submission of the case for decision.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11513, Government Code; and section 1742(b), Labor Code.

17245. Official Notice.
(a) A Hearing Officer may take official notice of (1) the Director's General Prevailing Wage Determinations, the Director's Precedential Coverage Decisions, and wage data, studies, and reports issued by the Division of Labor Statistics and Research; (2) any other generally accepted technical fact within the fields of labor and employment that are regulated by the Director under Divisions 1, 2, and 3 of the Labor Code; and (3) any fact which either must or may be judicially noticed by the courts of this state under Evidence Code sections 451 and 452.
(b) The Parties participating in a hearing shall be informed of those matters as to which official notice is proposed to be taken and given a reasonable opportunity to show why and the extent to which official notice should or should not be taken.

(c) The Hearing Officer or the Director shall state in a decision, order, or on the record the matters as to which official notice has been taken.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 451, 452 and 455, Evidence Code; section 11515, Government Code; and section 1742(b), Labor Code.

17246. Failure to Appear; Relief from Default.
(a) Upon the failure of any Party to appear at a duly noticed hearing, the Hearing Officer may proceed in that Party's absence and may recommend whatever decision is warranted by the available evidence, including any lawful inferences that can be drawn from an absence of proof by the non-appearing Party.
(b) For good cause and under such terms as are just, the appointed Hearing Officer or the Director may relieve a Party from the effects of any failure to appear and order that a review proceeding be reinstated or reheard. A Party seeking relief from non-appearance shall file a written motion at the earliest opportunity and no later than 10 days following a proceeding of which the Party had actual notice. Such application shall be supported by an affidavit or declaration based on the personal knowledge of the declarant, and copies of the application and any supporting materials shall be served on all other Parties to the proceeding. No application shall be granted unless and until the other Parties have been afforded a reasonable opportunity to make a showing in opposition. An Order reinstating a proceeding or granting a rehearing under this section may be conditioned upon providing reimbursement to the Department and the other Parties for the costs associated with the prior non-appearance.
(c) Notwithstanding any application or showing made under subpart (b) of this Rule, neither the Hearing Officer nor the Director may reinstate any Request for Review where the underlying Assessment or Withholding of Contract Payments has become final and entered as a court judgment.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 473, Code of Civil Procedure; and section 1742(b), Labor Code.

17247. Contempt and Monetary Sanctions.
(a) If any Person in proceedings before an appointed Hearing Officer disobeys or resists any lawful order or refuses, without substantial justification, to respond to a subpoena, subpoena duces tecum, or refuses to take the oath or affirmation as a witness or thereafter refuses to be examined or is guilty of misconduct during a hearing or so near the place thereof as to obstruct the proceedings, or violates the prohibition against ex parte communications under Rule 07 [Section 17207] above, the Hearing Officer may do any one or more of the following: (1) certify the facts to the Superior Court in and for the county where the proceedings are held for contempt proceedings pursuant to Government Code section 11455.20; (2) exclude the Person from the hearing room; (3) prohibit the Person from testifying or introducing certain matters in evidence; and/or (4) establish certain facts, claims, or defenses if the Person in contempt is a Party.
(b) Either the appointed Hearing Officer by separate order or the Director in his or her decision may order a Party, the Party's authorized Representative, or both, to pay reasonable expenses, including attorney's fees, incurred by another Party as a result of bad faith actions or tactics that are frivolous or solely intended to cause unnecessary delay as defined in section 128.5 of the Code of Civil Procedure. Such order or the denial of such an order shall be subject to judicial review in the same manner as a decision of the Director on the merits. The order shall be enforceable in the same manner as a money judgment or by the contempt sanction.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 128.5, Code of Civil Procedure; sections 11455.10 through 11455.30, Government Code; and section 1742(b), Labor Code.

17248. Interpreters.
(a) Proceedings shall be conducted in the English language. The notice advising a Party of the hearing date shall also include notice of the Party's right to request an interpreter for a Party or witness who cannot speak or understand English, or who can do so only with difficulty, or who is deaf or hearing impaired as defined under Evidence Code section 754.
(b) A request for an interpreter for a Party or witness shall be submitted as soon as possible after the requesting Party becomes aware of the need for an interpreter and prior to the commencement of the hearing. The request should include information that (1) will enable the Hearing Officer and Department to obtain an interpreter with appropriate skills; and (2) will assist the Hearing Officer in determining whether the Department or the requesting Party should pay for the cost of the interpreter.
(c) Upon receipt of a timely request, the Hearing Officer shall direct the Department to provide an interpreter and shall also decide whether the Department or the requesting Party shall pay the cost of the interpreter, based upon an equitable consideration of all the circumstances, including the requesting Party's ability to pay.
(d) A person is qualified to serve as an interpreter if he or she (1) is on the current State Personnel Board List of Certified Administrative Hearing Interpreters maintained pursuant to Government Code section 11435.25; and (2) has also been examined and determined by the Department to be sufficiently knowledgeable of the terminology and procedures generally used in these proceedings.
(e) In the event that a qualified interpreter under subpart (d) is unavailable or if there are no certified interpreters for the language in which assistance is needed, the Hearing Officer may qualify and appoint another interpreter to serve as needed in a single hearing or case.
(f) Before appointment of an interpreter, the Hearing Officer or a Party may conduct a brief supplemental examination of the prospective interpreter to see if that person has the qualifications necessary to serve as an interpreter, including whether he or she understands terms and procedures generally used in these proceedings, can explain those terms and procedures in English and the other language being used, and can interpret those terms and procedures into the other language. An interpreter shall not have had any prior substantive involvement in the matter under review, and shall disclose to the Hearing Officer and the Parties any actual conflict of

interest or appearance of conflict. Any condition that interferes with the objectivity of an interpreter constitutes a conflict of interest. A conflict may exist if an interpreter is an employee of, acquainted with, or related to a Party or witness to the proceeding, or if an interpreter has an interest in the outcome of the proceeding.
(g) The Hearing Officer shall disqualify an interpreter if the interpreter cannot understand and interpret the terms and procedures used in the hearing or pre-hearing conference, has disclosed privileged or confidential communications, or has engaged in conduct which, in the judgment of the Hearing Officer, creates an appearance of bias, prejudice, or partiality.
(h) Nothing in this section limits any further rights extended by Evidence Code section 754 to a Party or witness who is deaf or hard of hearing.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 754, Evidence Code; sections 11435.05 through 11435.65, and 68560 through 68566, Government Code; and section 1742(b), Labor Code.

17249. Hearing Record; Recording of Testimony and other Proceedings.
(a) The Hearing Officer and the Director shall maintain an official record of all proceedings conducted under these Rules. In the absence of a determination under subpart (b) below, all testimony and other proceedings at any hearing shall be recorded by audiotape. Recorded testimony or other proceedings need not be transcribed unless requested for purposes of further court review of a decision or order in the same case.
(b) Upon the application of any Party or upon his or her own motion, the Hearing Officer may authorize the use of a certified court reporter, videotape, or other appropriate means to record the testimony and other proceedings. Any application by a Party under this subpart shall be made at a pre-hearing conference or by pre-hearing motion filed no later than 10 days prior to the scheduled date of hearing. Upon the granting of any such application, it shall be the responsibility of the Party or Parties who made the application to procure and pay for the services of a qualified person and any additional equipment needed to record the testimony and proceedings by the requested means. Ordinarily the granting of such application will be conditioned on the applicant's paying for certified copies of the transcript for the official record and for the other Parties. The failure of a requesting Party to comply with this requirement shall not be cause for delaying the hearing on the merits, but instead shall result in the proceedings being tape recorded in accordance with subpart (a).
(c) The Parties may, at their own expense, arrange for the recording of testimony and other proceedings through a different means other than the one authorized by the Hearing Officer, *provided that* it does not in any way interfere with the Hearing Officer's control and conduct of the proceedings, and *further provided that*, it shall not be regarded as an official record for any purpose absent a stipulation by all of the Parties or order of the Hearing Officer.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

17250. Burdens of Proof on Wages and Penalties.
(a) The Enforcing Agency has the burden of coming forward with evidence that the Affected Contractor or Subcontractor (1) was served with an Assessment or Notice of Withholding of Contract Payments in accordance with Rule 20 [Section 17220]; (2) was provided a reasonable opportunity to review evidence to be utilized at the hearing in accordance with Rule 24 [Section 17224]; and (3) that such evidence provides prima facie support for the Assessment or Withholding of Contract Payments.
(b) If the Enforcing Agency meets its initial burden under (a), the Affected Contractor or Subcontractor has the burden of proving that the basis for the Civil Wage and Penalty Assessment or for the Withholding of Contract Payments is incorrect.
(c) With respect to any civil penalty established under Labor Code section 1775, the Affected Contractor or Subcontractor shall have the burden of proving that the Labor Commissioner abused his or her discretion in determining that a penalty was due or in determining the amount of the penalty.
(d) All burdens of proof and burdens of producing evidence shall be construed in a manner consistent with relevant sections of the Evidence Code, and the quantum of proof required to establish the existence or non-existence of any fact shall be by a preponderance of the evidence, unless a higher standard is prescribed by law.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 500, 502, and 550, Evidence Code; and sections 1742(b) and 1775, Labor Code.

17251. Liquidated Damages.
(a) With respect to any liquidated damages for which an Affected Contractor, Subcontractor, or Surety on a bond becomes liable under Labor Code section 1742.1, the Enforcing Agency shall have a further burden of coming forward with evidence to show the amount of wages that remained unpaid as of 60 days following the service of the Assessment or Notice of Withholding of Contract Payments. The Affected Contractor or Subcontractor shall have the burden of demonstrating that he or she had substantial grounds for believing the Assessment or Notice to be in error.
(b) To demonstrate "substantial grounds for believing the Assessment or Notice to be in error," the Affected Contractor or Subcontractor must establish (1) that it had a reasonable subjective belief that the Assessment or Notice was in error; (2) that there is an objective basis in law and fact for the claimed error; and (3) that the claimed error is one that would have substantially reduced or eliminated any duty to pay additional wages under the Assessment or Notice.
NOTE: Authority cited: 55, 59, 1742(b), and 1773.5, Labor Code. Reference: sections 1742(b), 1742.1, and 1773.5, Labor Code.

17252. Oral Argument and Briefs.
(a) Parties may submit pre-hearing briefs of reasonable length under such conditions as the appointed Hearing Officer shall prescribe. Parties shall also be permitted to present a closing oral argument of reasonable length at or following the conclusion of the hearing.
(b) There shall be no automatic right to file a post-hearing brief. However, the Hearing Officer may permit the Parties to submit written post-hearing briefs, under such terms as are just. The Hearing Officer shall have discretion to determine, among other things, the length and format of such briefs and whether they will be filed simultaneously or on a staggered (opening, response, and reply) basis.
(c) In addition to or as an alternative to post-hearing briefs, the Hearing Officer may also prepare proposed findings or a tentative decision or may designate a Party to prepare proposed findings and thereafter give the Parties a reasonable opportunity to present arguments in support of or opposition to any proposed findings or tentative decision prior to the issuance of a decision by the Director under Rule 60 [Section 17260] below.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

17253. Conclusion of Hearing; Time for Decision.
(a) The hearing shall be deemed concluded and the matter submitted either upon the completion of all testimony and post-hearing arguments or upon the expiration of the last day for filing any post-hearing brief or other authorized submission, whichever is later. Thereafter, the Director shall have 45 days within which to issue a written decision affirming, modifying, or dismissing the Assessment or the Withholding of Contract Wages.
(b) For good cause, the Hearing Officer may vacate the submission and reopen the hearing for the purpose of receiving additional evidence or argument, in which case the time for the Director to issue a written decision shall run from the date of resubmission.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

ARTICLE 6. DECISION OF THE DIRECTOR
17260. Decision.
(a) The appointed Hearing Officer shall prepare a recommended decision for the Director's review and approval. The decision shall consist of a notice of findings, findings, and an order, and shall be in writing and include a statement of the factual and legal basis for the decision, consistent with the requirements of Labor Code section 1742 and Government Code section 11425.50.
(b) A recommended decision shall have no status or effect unless and until approved by the Director and issued in accordance with subpart (c) below.
(c) A copy of the decision shall be served by first class mail on all Parties in accordance with the requirements of Code of Civil Procedure section 1013. If a Party has appeared through an authorized Representative, service shall be made on that Party at the last known address on file with the Enforcing Agency in addition to service on the authorized Representative.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1013, Code of Civil Procedure; section 11425.50, Government Code; and section 1742(b), Labor Code.

17261. Reconsideration.
(a) Upon the application of any Party or upon his or her own motion, the Director may reconsider or modify a decision issued under Rule 60 [Section 17260] above for the purpose of correcting any error therein.
(b) The decision must be reconsidered or modified within 15 days after its date of issuance pursuant to Rule 60(c) [Section 17260(c)]. Thereafter, the decision may not be reconsidered or modified, except that a clerical error may be corrected at any time.
(c) The modified or reconsidered decision shall be served on the Parties in the same manner as a decision issued under Rule 60 [Section 17260].
(d) A Party is not required to apply for reconsideration before seeking judicial review of a decision of the Director. An application for reconsideration made by any Party shall *not* extend the time for seeking judicial review pursuant to Labor Code section 1742(c) unless the Director issues a modified or reconsidered decision within the 15-day time limit prescribed in subpart (b) of this section. NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742, Labor Code.

17262. Final Decision; Time for Seeking Review.
(a) The decision of the Director issued pursuant to Section Rule 60 [Section 17260] above shall be the final decision of the Director from which any Party may seek judicial review pursuant to the provisions of Labor Code section 1742(c) and Code of Civil Procedure section 1094.5; *provided however*, that if the Director has issued a modified decision pursuant to and within the 15-day limit of the Director's reconsideration authority under Section Rule 61 [Section 17261] above and Labor Code section 1742(b), the right of review and time for seeking such review shall extend from the date of service of the modified decision rather than from the original decision.
(b) The modification of a decision to correct a clerical error after expiration of the 15-day time limit on the Director's reconsideration authority shall *not* extend the time for seeking judicial review.
(c) The time for seeking judicial review shall be determined from the date of service of the decision of the Director under Code of Civil Procedure section 1013, including any applicable extension of time provided in that statute.
(d) Any petition seeking judicial review of a decision under these Rules may be served (1) upon the Director by serving the Office of the Director – Legal Unit where the appointed Hearing Officer who conducted the hearing on the merits regularly maintains his or her office; and (2) upon the Labor Commissioner (in cases in which the Labor Commissioner was the Enforcing Agency) by the serving the regular office of the attorney who represented the Labor Commission at the hearing on the merits. The intent of this subpart is to authorize and

designate a preferred method for giving the Director and the Labor Commissioner formal notice of a court action seeking review of a decision of the Director under these Rules; it does not preclude the use any other service method authorized by law.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5. Reference: sections 1013 and 1094.5, Code of Civil Procedure; and section 1742, Labor Code.

17263. Preparation of Record for Review.
(a) Upon notice that a Party intends to seek judicial review of a decision of the Director and the payment of any required deposit, the Department, under the direction of the appointed Hearing Officer, shall immediately prepare a hearing record consisting of all exhibits and other papers and a transcript of all testimony which the Party has designated for the inclusion in the record on review.
(b) The Party who has requested the record or any part thereof shall bear the cost of its preparation, including but not necessarily limited to any court reporter transcription fees and reasonable charges for the copying, binding, certification, and mailing of documents. Absent good cause, no record will be released to a Party or filed with a court until adequate funds to cover the cost of preparing the record have been paid by the requesting Party to the Department or to any third party designated to prepare the record. However, upon notice that a Party seeking judicial review has been granted *in forma pauperis* status under California Rule of Court 985, the Department shall bear the cost of preparing and filing the record where necessary for a proper review of the proceedings.
(c) The pendency of any request for the Department to prepare a hearing record shall *not* extend the time limits for filing a petition for review under Labor Code section 1742(c) and Code of Civil Procedure section 1094.5.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1094.5, Code of Civil Procedure; California Rule of Court 985; section 68511.3, Government Code; and section 1742(c), Labor Code.

17264. Request for Participation by Director in Judicial Review Proceeding.
Although the Director should be named as the Respondent in any action seeking judicial review of a final decision, the Director ordinarily will rely upon the Parties to the hearing (as Petitioner and Real Party in Interest) to litigate the correctness of the final decision in the writ proceeding and on any appeal. The Director may participate actively in proceedings raising issues that specifically concern the Director's authority under the statutes and regulations governing the payment of prevailing wages on public work contracts, or the validity of related laws, regulations, or the Director's decisions as to public works coverage or generally applicable prevailing wage rates. Any Party may request the Director to file a response in the action by including a separate written request with any court pleading being served on the Director in accordance with Rule 62(d) [Section 17262(d)]. Any such separate written request should specify briefly what issues are raised by the petition that extend beyond the facts of the case and warrant the Director's participation.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1094.5, Code of Civil Procedure and section 1742(c), Labor Code.

ARTICLE 7. TRANSITIONAL RULE.
17270. Applicability of these Rules to Notices Issued Between April 1, 2001 and June 30, 2001.
(a) These Rules shall apply to any notice issued by the Labor Commissioner or an Awarding Body with respect to the withholding or forfeiture of contract payments for unpaid wages or penalties under the prevailing wage laws in effect prior to July 1, 2001; *provided that*, the party seeking review has not commenced a civil action with respect to such notice under the provisions of Labor Code sections 1731-1733 [repealed effective July 1, 2001].
(b) An Affected Contractor or Subcontractor may appeal any such notice served between April 1, 2001 and June 30, 2001 by filing a Request for Review with the Enforcing Agency that issued the notice, in the manner and form specified in Rule 22 [Section 17222] above. Any such Request for Review shall be in writing and shall include a statement indicating the date upon which the contractor or subcontractor was served with the notice of withholding or forfeiture.
(c) This Rule shall *not* extend the time available to appeal the notice under the former law. A Request for Review of a notice issued prior to July 1, 2001 must be filed with the Enforcing Agency within ninety (90) days after service of the notice.
(d) A contractor or subcontractor who has sought review of a notice issued prior to July 1, 2001 by filing a court action under the repealed provisions of Labor Code sections 1731-1733 on or after July 1, 2001, shall, if said action would have been timely under those sections, be afforded the opportunity to dismiss the action without prejudice, after entering into a stipulation that the proceeding be transferred to the Director for hearing in accordance with these Rules. The stipulation shall also provide that the time for commencing a hearing under Rule 41 [Section 17241] shall not begin to run until the case has been formally transferred to and received by the Office of the Director.
(e) Any hearing request made pursuant to Labor Code section 1771.7 [repealed effective July 1, 2001] that has not been heard and decided by a Hearing Officer prior to July 1, 2001 shall be handled in accordance with these Rules.
NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 1742(b), Labor Code.

ATTACHMENT G - Inyo County FIELD REPRESENTATIVE (FR) MINIMUM STANDARDS

These protocols have been developed to provide Inyo County's Field Representative (FR) with minimum standards to be followed while in the process of conducting interviews on construction project sites. In all instances, the FR will conduct themselves in a professional and authoritative manner. The FR will be familiar with applicable provisions of the Labor Code in order to converse with administrators or construction personnel of any level.

A. On-Site Visitations

Each construction project is unique and all of the listed protocols will not necessarily be utilized, precisely as stated, during the course of each site visit. However, in most cases the FR will employ the basic concepts expressed in each protocol to accomplish the purpose of their site visit in an efficient manner.

1. All FR's visiting any construction site are required to wear a visible picture ID (badge), and to properly identify themselves as such. Additionally, all Inyo County personnel are required to wear hard hats, safety vests and safety shoes.

2. Safety is the paramount factor for any site visit to any construction project. The FR will not enter any area that appears unsafe. Areas of concern include, but are not limited to, grading operations, trenching and work within a trench, hazardous materials abatement, concrete placement, demolition or the removal roofing materials. All Inyo County FR's are expected to exercise reasonable caution at all times.

3. Should the FR witness what they consider to be a potentially unsafe condition, they will contact the site inspector or job superintendent of their findings immediately and make note on the site visitation interview form of what they observed. Upon return to the office, the FR will report their findings to the Labor Compliance Officer (LCO).

4. When inspections are conducted on Owner-occupied sites, the FR shall, upon arrival:
   a. Check in at the Owner's administrative office;
   b. Identify themselves and state the purpose of the visit; and
   c. Sign in if required to do so.

   If the opportunity presents itself and, dependent on the nature of any questions, the FR will take a few minutes to answer any questions and discuss activities or the services provided by Inyo County with administrative level personnel such as the Principal or Owner, but will not seek personnel out.

5. Prior to any interviewing, the FR shall:
   a. Check in at the site superintendent's trailer;
   b. Take a few minutes to talk with the Superintendent;
      1. Develop a working relationship;
      2. Gain information pertaining to the project such as:
         A. Duration or phasing;
         B. What contractors are on-site that day;
         C. Work activities in process or anticipated, etc.

6. In the event there is not a construction trailer or job superintendent, the FR will locate each contractor's foreman.

7. If for some reason the FR is denied access to the site, or informed that they may not interview the workmen:
   a. FR will promptly and politely remove themselves;
   b. FR will immediately contact Inyo County's LCO, by phone, to report the incident;
   c. Make a note of this occurrence on the site visitation interview form along with all available details such as:
      1. Time of day;
      2. Name of party denying access;
      3. Stated reason for denying access, etc.

   FR will include this note in their report to the LCO.

8. There will be times when the site superintendent is somewhere on the site and/or there is no contractor present in the trailer. The FR will check in at the Owner's Inspector of Record (IOR) trailer. If all trailers are empty or locked, FR will try to locate the site superintendent or IOR, on the site prior to commencing interviewing. If the FR is unable to locate the superintendent or IOR they will proceed with interviews after speaking with each contractor's foremen.

9. FR will check to see that the following are displayed in the contractor's trailer or owners Administrative Office:
   a. Equal Opportunity Employment Posters;

b. Inyo County's required jobsite posting NOTICE that the project is a prevailing wage public work;
c. Prevailing wage sheets available for review by the tradesmen;
d. Sign-in Log;
e. Listing of subcontractors on site.

If any of these items are not readily visible, the FR will remind the owner and/or CM, GM, PM that these postings are part of the contractual and legal requirements. On subsequent visits, the FR will make sure that these items are posted or readily available upon request. If these items are not posted or readily available, the owner and/or CM, GM, PM may be found to be in noncompliance with the law and the contract requirements.

10. The FR shall visit all sites on an unannounced random weekly basis. During inclement weather contact will be made with the Prime/General Contractor or Construction Manager in an attempt to determine if there will be any activity at the site that day.

B. Interviewing

1. Once the FR has checked in and obtains access to the site:
   a. FR will locate the Foreman for each contractor on the project prior to conducting the interviews;
   b. Identify themselves as a Inyo County representative acting on behalf of the project Owner; and if necessary;
   c. Explain that the FR activity is a legal requirement placed on the Owner as a result of the ongoing construction work.

2. The FR shall conduct all interviews on a non-interference basis. The contractor's foreman may want to accompany the FR during the interview process, such action is not to be considered as interference, however interference does result when a foreman restricts questioning or the specific tradesmen that may be interviewed.

3. A minimum amount of the workers' time will be taken for interview purposes. When making the decision regarding whom to interview, the FR will look for tradespersons working in clusters. For instance, several painters, electricians, roofers, etc. working in one area.
   a. Workers will be approached individually, in a non-threatening, professional manner. The FR will identify themselves, inform them why they are there and that they need only a few minutes of their time to ask some very generic questions to ensure that they are receiving the proper rate of pay for the type of work they are doing. The FR will not endanger themselves or any tradesperson's safety in conducting these interviews. FR will not insist that someone on a scaffold 40 feet in the air come down for an interview or attempt to interview tradesmen actively involved in activities such as a concrete pour, crane operation, etc. FR will not ask anyone to stand by until they can get to them; they will be allowed to continue working until the FR can get to them individually.

4. These interviews are random; two or three tradespersons for each contractor/subcontractor is more than sufficient for one visit. Any persons missed are usually picked up on the next visit. If only one tradesperson is at the site, then that person will be interviewed, if possible. Thirty minutes of interviewing per site is typically sufficient, depending upon the site size and/or number of subcontractors present.

5. Interviews will not be conducted during the Tradesmen's breaks or lunch periods.

C. Site Visitation Interview Form

1. The FR will use the Site Visitation Interview form and ask each person the following:
   a. Name;
   b. Last four digits of their social security number;
   c. Employer;
   d. Title (trade);
   e. Rate of pay; and
   f. Task being performed at the time of interview.

2. Should someone decline to speak with the FR, those wishes will be respected. If someone asks if this is union-related, the FR will advise them that Inyo County is the owner and the LCP.

3. If someone refuses to disclose his/her social security number, those wishes will be respected. The FR will assure that person that all information given is kept strictly confidential and make the attempt to get his/her complete name.

4. If someone does not know their rate of pay, FR will ask for an approximate amount. If the response is, "Whatever prevailing

wage is", that is what will be indicated on the form.

5. If a worker states that he/she does not know what contractor they are working for, the FR will track down the site superintendent and ask his assistance in determining the responsible contractor. Workers who don't know their employing contractor are often an indication of an "underground" crew being employed by the contractor.

6. If someone indicates that he/she is an apprentice, they will be asked their current apprentice level. If he/she is not sure, they will be asked how many years he/she has been apprenticed in the specific trade or to approximate, and this will be indicated on the interview form.

7. If someone is interviewed that does not speak English and the FR cannot communicate in the appropriate language, the FR will try to locate a coworker who can interpret. If an entire crew is unable to speak English and there is no interpreter, this will be included on the report.

8. The FR is there to collect information only, tradesmen will not be told how to do their jobs or that the amount of hourly wage They are reporting is below the determined wage. The FR will not solicit or invite the tradesmen to initiate a complaint through them or give them the impression that it is within the FR duties. The FR will explain that for reasons of confidentiality, they should contact Inyo County's office and speak with the LCO. A business card will be left with them.

9. Within the Site Observations portion of the interview form the FR will give as much information as they can that pertains to the work in progress. The FR will approximate the total number of tradesmen on the site and ask each foreman how many employees he has on the project that day.

10. All tradesmen will be thanked for their time.

D. Site Superintendents Daily Reports

1. A copy of the site superintendent's daily reports for the previous week will be obtained and submitted to the LCO no later than the end of each workweek.

E. Reporting

1. All original interview forms and daily reports shall be submitted to the LCO no later than the end of each workweek.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **September 17, 2013**

SUBJECT: Water Laboratory Supplies Purchase

DEPARTMENTAL RECOMMENDATION:

1. Request the Board declare IDEXX Laboratories, Inc. as the sole source provider of certain water laboratory supplies for the period of September 17, 2013 through June 30, 2014, AND

2. Approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order not to exceed $10,000.00 for the period of September 17, 2013 through June 30, 2014 and contingent upon the adoption of the 2013/2014 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

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

ALTERNATIVES:

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

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

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Services budget (045400) 5201 medical, and this amount has been included in our Fiscal Year 2013/2014 budget request.
dental, lab supplies

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 9/11/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 8/30/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Marvin Moskowitz Date: 9/10/13

Sole Source Justification Form

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

This is a sole source because:

☒ There is only one known source because:

☒ This is a sole provider of a licensed, copyrighted, or patented good or service.

☐ This is a sole provider of items compatible with existing equipment or systems.

☐ This is a sole provider of factory-authorized warranty service.

☐ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).

☐ The requested product is used or demonstration equipment available at a lower – than-new-cost.

☐ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. See attached.	
DEPARTMENT CONTACT PERSON & TITLE Marvin Moskowitz, Director	
DEPARTMENT NAME Environmental Health Services	PHONE (760)878-0238
REQUESTED SUPPLIER/CONSULTANT NAME Idexx Laboratories	SUPPLIER CONTACT PERSON Dave Jefferson
SUPPLIER ADDRESS One Idexx Drive, Westbrook, Maine 04092	SUPPLIER CONTACT'S PHONE NUMBER (800) 321-0207, Ex. 68846

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

Marvin Moskowitz
Signature of Requestor

9/2/13
Date

President/CEO Approval

Date

www.idexx.com

ISO 9001:2008 CERTIFIED

August 27, 2013

Sheri Aust
Inyo County Environmental Health
PO Box 427
Independence, CA 93526

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

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

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

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

Sincerely,

Dave Jefferson

Dave Jefferson
IDEXX Water Divison

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

IDEXX LABORATORIES

QUOTE

Number / Date
20109941 / August/27/2013

Ship to Address
INYO COUNTY ENVIRONMENTAL HEAL
ATTN: SUE SOS/WATER LAB/FIRST
168 NORTH EDWARDS ST
INDEPENDENCE CA 93526
UNITED STATES
UNITED STATES

Sold to Address
INYO COUNTY ENVIRONMENTAL HEALTH
PO Box 427
INDEPENDENCE CA 93526-0427
UNITED STATES
UNITED STATES

Bill-to Customer 22432

Net weight : 25.457

Material ID / *Commodity/COO*	*Description* / *Batch* / *Exp.Date*	*Quantity* / *Backorder item*	*UnitPrice*	*Total Value*
98-14771-00 3822005090/US	W200I COLILERT 10ML 200 P	1	309.00	309.00
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILE	1	653.00	653.00
98-09221-00 2832301000/US	WV120SBST-200,VESSELS W/S	1	110.00	110.00
98-21378-00 3926909910/US	WQT100 QUANTI-TRAY DISPOS	1	110.00	110.00
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DI	1	150.00	150.00
99-27057 3822005090/	COLILERT 100-PACK COMBO P	1	680.00	680.00
98-27163-00 3822005090/US	WP100I IRRADIATED COLILER	1		
98-21378-00 3926909910/US	WQT100 QUANTI-TRAY DISPOS	1		
99-27058 3822005090/	COLILERT 100-PACK COMBO P	1	721.00	721.00
98-27163-00 3822005090/US	WP100I IRRADIATED COLILER	1		
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DI	1		
98-11682-00 3822005090/US	WP104 COLI P/A COMPARATOR	1	11.00	11.00

All local taxes at customer charge

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 17, 2013

SUBJECT: Approval of Amendment No. 7 to the contract for engineering services with Nichols Consulting Engineers, Chtd. (NCE).

DEPARTMENTAL RECOMMENDATIONS:
Request Board approve Amendment No. 7 to County of Inyo Standard Contract No. 156 between the County of Inyo and Nichols Consulting Engineers, Chtd. (NCE) to:

1. Increase the amount of the contract $38,915 for a total not to exceed amount of $288,595;
2. Extend the contract to an ending date of September 30, 2014; and
3. Authorize the chairperson to sign, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The County approved the award of a contract regarding pavement management services to Nichols Consulting Engineers, Chtd. (NCE) in 2008 for a term from 12/16/2008 to 6/30/2010. The Public Works Department administers the contract with NCE to provide engineering services for a county and city-wide pavement management program. The program provides a tool to evaluate roadway conditions and will assist county and city officials in making cost-effective decisions regarding capital expenditure funding on area roadways. NCE completed a comprehensive pavement management system in 2010 and then updated 1/3 of the system in 2011, 2012, and 2013 for a comprehensive update. The scope of work for this project is for NCE to update 1/3 of the system every year with a complete update occurring every three years after the initial evaluation. The original scope is to complete the comprehensive system evaluation and to complete two updates with the complete updates occurring every three years.

This amendment will increase the contract amount by $38,915 to cover the expense by NCE to update the first 1/3 of the system in 2014. This is the first year of the second complete update. The term of the contract is being extended from October 1, 2013 to September 30, 2014. The amendment will also revise NCE's schedule of charges.

ALTERNATIVES:
The board could choose not to approve the amendment to extend the contract. This is not recommended, as the pavement management program will provide an objective evaluation of the condition of County streets and roads.

OTHER AGENCY INVOLVEMENT:
(1) County counsel to review and approve the amendment.
(2) Auditor's office to review and approve the amendment, and make payments to the consultant.
(3) The California Department of Transportation to reimburse the county for project costs as described below.

FINANCING:

The Public Works Department will pay for consultant costs through Budget Unit 504605, Transportation and Planning Services, Object Code 5265. The anticipated expenditures created by Amendment No. 7 are included in the department requested FY13/14 budget. The cost to prepare the County and City-wide Pavement Management System will be provided entirely by existing programming of Planning, Programming, and Monitoring funds in the State Transportation Improvement Program and by Rural Planning Assistance funds. Both of these types of funds are administered by the Inyo County Local Transportation Commission (LTC) and are included as tasks in the LTC Overall Work Program. There is no risk because adequate funding has already been allocated from the California Transportation Commission and via the execution of the Overall Work Program to fund the implementation of this project, as amended, during the contract period.

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 9/10/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 9/10/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/11/13

AMENDMENT NUMBER 7 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENGINEERING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Nichols Consulting Engineers Chtd. of Reno, Nevada (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of engineering services dated December 16, 2008, on County of Inyo Standard Contract No. 156, for the term from December 16, 2008 to June 30, 2010, which was subsequently extended to June 30, 2011, then to June 30, 2012, then to September 30, 2013, and now to September 30, 2014.

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.

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

1. The Scope of Work in Attachment A is amended as provided herein.

2. The Schedule of Fees in Attachment B is amended as provided herein.

3. Paragraph 3 Subparagraph D is amended to read as follows:

   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 travel and per diem shall not exceed Two hundred eighty-eight thousand five hundred and ninety-five (288,595) 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 travel or per diem, which is in excess of the contract limit.

The effective date of this amendment to the Agreement is October 1, 2013.

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

AMENDMENT NUMBER _7_ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENVIRONMENTAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2013.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AMENDMENT NUMBER 7 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENVIRONMENTAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2013.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Dated: 9/10/13

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd.
FOR THE PROVISION OF Pavement Management Services

TERM:

FROM: December 16, 2008 **TO:** September 30, 2014

SCOPE OF WORK:

Consultant shall perform all work necessary to prepare a City and County-wide Pavement Management System in accordance with the Nichols Consulting Engineers, Chtd. Scope of Work submitted on August 30, 2013 and attached hereto.

In addition, Inyo County Standard Contract No. 156 shall be amended in accordance with modifications included in the Amendments to Inyo County Standard Contract No. 156, attached hereto.

PROJECT UNDERSTANDING

In 2009, NCE was contracted to implement a Pavement Management Program (PMP) for Inyo County. Inyo County covers a large geographic area (see Figure 1) and is responsible for approximately 512 centerline miles of roads. The PMP serves as a valuable tool in not only tracking the paved road network spread across the county, but evaluating the future condition of this network. Additionally, NCE updated the City of Bishop's PMP, which contains approximately 18 miles of pavement roads.

As part of the implementation, NCE developed a MicroPaver database containing all roads within the jurisdiction of Inyo County. The road network was segmented into sections based on the geometry, functional class, and condition. The objective was to establish sections with homogenous conditions as these serve as management units within the PMP. Geometric and functional class information was obtained and included in the MicroPaver database. Historical construction information was also added to the database. This information, however, was very limited. In addition, pavement condition data was collected on each section within the County and City networks to determine a Pavement Condition Index (PCI) for each section. The sections were linked to shape files for use in GIS applications.

After populating the County databases with all of the current information about the road network, NCE worked with the County and City to establish decisions tree for selecting maintenance/rehabilitation activities based on PCI. NCE developed unit costs for each of the activities based on bid tabulations and other information provided by the County and City. The decision matrices and unit cost were added to the MicroPaver database. Multi-year analysis was performed on the data for various funding scenarios (as defined by the County) to study the impact on funding to the overall condition of the network.

In 2010-2013, NCE updated the MicroPaver database by collecting PCI data on approximately one third of the Inyo County network each year. This was performed to monitor the impact of natural pavement deterioration and maintenance/rehabilitation activities on the network condition. NCE collected data on pavements in Districts 1 and 3 in 2010; District 4 in 2011-2012; and Districts 2 and 5 in 2013. Also in 2013, NCE collected data on the entire City of Bishop's network. As part of each annual update, NCE also added any documented pavement rehabilitation activities such as overlays that were conducted during the year. Reports were generated to show the current condition of the pavement network, the predicted future pavement conditions based on County funding, and to assist in identifying potential County maintenance/rehabilitation work.

SCOPE OF WORK

The County is interested in continuing the annual updates on a 3-year cycle. Based on the above understanding of the needs and objectives of the County for updating each PMS, the following is a description of the approach that NCE will take to collect data on one third of Inyo's network in 2014.

TASK P - 2014 PAVEMENT MANAGEMENT UPDATE

NCE will provide all necessary services to update the County's MicroPAVER pavement management systems (PMS) for 2014. This will include the following subtasks:

- Kick-off Conference Call
- Condition Surveys/PCI Calculations
- Budget Analysis and Final Reports

KICKOFF CONFERENCE CALL

NCE will work with County staff to via a teleconference call to kickoff the 2014 update. As with previous updates, items to be discussed will include the following:

- Scope of work, project schedule, budget and invoicing requirements
- Points of contacts
- Review of 2013 pavement management reports - changes or modifications required?
- Scheduling and access requirements for field work
- Public safety concerns, requirements and procedures
- Quality Control activities
- Maintenance and rehabilitation (M&R) practices, records and costs
- Other issues as appropriate

CONDITION SURVEYS & PCI CALCULATIONS

NCE will next perform pavement condition surveys on approximately 1/3 of the County's pavement network. A total of 175 centerline miles will be surveyed in Districts 1 and 3 of the County.

Pavement condition surveys will be performed in accordance with the established standards as identified in Pavement Distress Identification Manuals published by the U.S. Corps of Engineers. Any variation from the established procedures will be to accommodate unique local conditions e.g. chip seals over Portland cement concrete pavements, bleeding, edge cracking, etc.

Should County personnel wish to observe NCE's crews during the surveys, we will be more than happy to accommodate the County. Individual County staff may also accompany NCE's field crews for up to ½ day each - to gain hands-on training ***at no additional cost*** to the County. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.

Our scope of work and condition surveys do not address issues including but not limited to traffic, safety and road hazards, sidewalks, geometric issues, road shoulders, drainage issues or emergency and short term maintenance that should be performed.

Quality Control/Quality Assurance Checks are critical on a project such as this, when such a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC/QA component into all of our projects. For this project, we have proposed the inclusion of a QC/QA Manager, Ms. Margot Yapp. She will have the following project responsibilities:

- Calibration of all data collection activities
- Review of field activities,

- Reviewing field procedures and making changes as needed
- Comparing the field data collected with on-site conditions
- Review of all data entry functions, including random spot checks
- Review of reports generated and analyses performed to ensure a quality product

NCE will then prepare a final report that summarizes the results of the surveys and analyses. Specifically, the final report will contain:

- Inventory reports for the entire PMS database
- Condition (PCI) reports
- Maintenance and rehabilitation history reports
- Maintenance and rehabilitation decision trees

Finally, NCE will prepare an Executive Summary report for the County. This will be a 10-15 page report that will summarize the overall condition of the County's pavement network, the maintenance & rehabilitation strategies used by the County,

As the deliverables for this task, NCE will provide:

- Technical memorandum summarizing the results of kickoff meeting
- PCI report (hardcopy and electronic)
- Executive Summaries
- Final reports containing all PMS reports
- Updated pavement management databases on CDs
- Updated pavement management database on CD

The following cost estimate was developed based on this Scope of Work. These costs were developed using NCE's 2013 Schedule of Charges (attached) as well as NCE's estimate of direct costs such as travel and per diem. The 2013 U.S. Federal Per Diem rates for Inyo County were used in developing the cost estimate.

COST ESTIMATE

Task Description	Hourly Breakdown by Personnel					Total Costs
	Project Manager	QC/QA Manager	Project Engineer	Senior Technician	Clerical	
Task P. 2014 Update (1/3 of Inyo System)						
Kickoff Teleconference	4		4			$ 1,080
Condition Surveys	12	4	16	188	8	$ 29,705
Final Reports	8	4	40			$ 8,130
Totals	24	8	60	188	8	$ 38,915

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF INYO AND Nichols Consulting Engineers Chtd. FOR THE PROVISION OF Pavement Management Services

TERM:

FROM: December 16, 2008 **TO:** September 30, 2014

SCHEDULE OF FEES:

For all services performed, Consultant shall be compensated at hourly rates identified in the Nichols Consulting Engineers Cost Schedule (Attachment A to the Nichols Consulting Engineers Scope of Work, dated August 30, 2013), a copy of which is attached hereto.

The Consultant shall also be reimbursed for its direct costs involved in performing these services. Payment for the hourly labor rates and direct costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals (including communications such as telephones, cellular telephones, faxes, e-mails, etc...) necessary to perform all work described in Attachment A, Scope of Work.

The total compensation to be provided, including labor, direct costs, travel, and per diem, shall not exceed the total contract amount, subject to such adjustment as may be made by properly approved Amendments.

Attachment B

NICHOLS CONSULTING ENGINEERS, Chtd.
SCHEDULE OF CHARGES 2013

PROFESSIONAL SERVICES

Principal	$210/hour
Associate	$165/hour
Senior	$145/hour
Project	$120/hour
Staff	$105/hour

TECHNICAL SERVICES

Senior Construction Manager*	$120/hour
Senior Designer	$115/hour
Senior Technician/Construction Inspector*	$100/hour
CAD Technician	$90/hour
Senior Field Scientist	$105/hour
Field Scientist	$85/hour
Project Administrator	$90/hour
Field/Engineering Technician	$75/hour
Technical Word Processing	$65/hour
Clerical	$65/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	$80/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	$3,000/Day
Coring	$4,500/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ..... cost+15%

COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying ..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*Rate will be adjusted for prevailing wages required on Public Works projects in the State of California.

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent XDepartmental ☐ Correspondence Action

For Clerk's Use Only:
AGENDA NUMBER
16

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

FROM: Road

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Authorization to issue blanket purchase orders for vehicle and equipment repair parts and tires.

DEPARTMENTAL RECOMMENDATIONS:
Authorize the issuance of blanket purchase orders to the following vendors from the Road Budget 034600, various object codes, contingent upon the Board's adoption of the 2013/14 fiscal year budget.

Vendor	Amount
Britt's Diesel & Automotive	$30,000.00
Steve's Auto & Truck Parts	$20,000.00
Dave's Auto Parts	$30,000.00
Brown's Supply	$10,000.00
Blaine Equipment	$10,000.00
Mission Linen	$60,000.00

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:
The Road Department normally requests blanket purchase orders for various parts vendors. The blanket purchase order expedites repairs since the time of issuing a purchase order, which normally takes several days, is not needed for each purchase. The issuance of a blanket purchase order does not negate the requirements of getting verbal or written quotes for the individual purchases, in accordance with the County Purchasing policy.

ALTERNATIVES:
Your Board could choose not to authorize the issuance of blanket purchase orders or modify the amounts of the blanket authority. In the event that the blanket purchase orders are not issued, the procedure of getting purchase orders for the individual purchases would be used. The effect would be to increase the down time for the vehicle and equipment that need parts for repairs.

OTHER AGENCY INVOLVEMENT:
Purchasing, Auditor Controller

FINANCING:
Included in the 2013/14 Fiscal Year Budget, 034600, Road, Object Codes 5112 Safety, 5171 Maint. Of Equip. Labor, 5173 Maint of Equip. Parts, 5199 Maint. Of Structures, 5232 Office & Other Equip., 5265 Other Professional Services, 5301 Small Tools, and 5311 General Operating Expense.

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 8/30/13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 9/6/13
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 9/6/13

For Clerk's Use Only:
AGENDA NUMBER

17

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 17, 2013

SUBJECT: Adoption of the Fiscal Year 2013-2014 Final Board Approved Budget

DEPARTMENTAL RECOMMENDATION:

Request your Board:

A. Conduct a review and discussion of the Fiscal Year 2013-2014 Final Board Approved Budget, including but not limited to:

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

B. Adopt the Fiscal Year 2013-2014 Budget as recommended by the County Administrator, and as amended, as necessary;

C. Approve Resolution adopting the Final Budget for Fiscal Year 2013-2014.

D. Provide direction, including considering authorizing and directing, the County Administrator and Auditor Controller to approve and make payments, greater than $10,000 to Inter-Agency Visitor Center, Cal-Expo Exhibit, and Tri-County Fairgrounds as provided for in the Advertising County Resources budget.

E. Provide direction, including considering authorizing and directing, 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 9, 2013, your Board closed Budget Hearings for Fiscal Year 2013-2014 and directed the County Administrator to make all changes necessary to compile the Final Board Approved Budget for Fiscal Year 2013-2014. Consequently, the County Budget document contains a countywide estimated revenue total of $76,976,215, and $81,726,462 in projected expenditures. The amount of the General Fund portion of the County Budget is $46,359,155 in revenues, and $50,335,241 in expenditures. As directed during the Budget Hearings, this includes adding $21,369 in to the CAO-ACO budget, $21,369 to the Auditor-Controller Economic Stabilization budget, and making a $100,000 contribution to the County's OPEB Trust for funding future retiree healthcare costs. General Fund Balance covers the $3,976,086 gap between General Fund

revenues and expenditures. On September 9th, the Auditor Controller certified Final Fund Balance for the year ending June 30, 2013, as $3,976,086, which is $142,738 higher than originally anticipated.

Fiscal Year 2013-2014 Recommended Board Approved Budget for the General Fund

The expenditure total in this recommended Final Board Approved Budget for the General Fund is $50,335,241 which is $142,738 higher than the CAO Recommended Budget. Revenues are $46,359,155, 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 $100,000 to fund a contribution to the County's OPEB Trust for funding future retiree healthcare costs.
2. Increasing expense in the General Revenues & Expenditures budget by $21,369 to fund a contribution to the CAO-ACO budget for future capital outlay costs.
3. Increasing expense in the General Revenues & Expenditures budget by $21,369 to fund a contribution to the Auditor – Controller Economic Stabilization Fund.

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 $31,391,221, which is $136,271 higher than the CAO Recommended Budget. Revenues are $30,617,060, which is $42,738 higher than 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

1. Increasing expense in the Water budget by $101,734 to address omitted funding for the Vegetation Scientist position.
2. Increasing expense in the Maternal Child and Adolescent Health budget by $34,537 to fund the Prevention Specialist previously approved by your Board.
3. Increasing revenue in the CAO-ACO budget by $21,369 for future capital outlay costs.
4. Increasing revenue in the Auditor – Controller Economic Stabilization budget by $21,369.

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 2013-2014, 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 2013-2014 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 2013-2014 countywide spending plan in a total amount of $81,726,462. The General Fund portion totals $50,335,241.

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.)* Margaret Kemp-Williams Approved: Yes Date 9/11/13
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 9/11/13
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: yes Date 09-11-2013

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 09-11-2013
(The Original plus 20 copies of this document are required)

RESOLUTION No.

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2013-2014

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 9, 2013, 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 2013-2014 Final Budget for the County of Inyo as set forth in the attached documents, which are incorporated herein by reference.

PASSED AND ADOPTED, this 17th day of September, 2013, 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

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2013 TODAY'S DATE: 09/10/2013

FOR FISCAL YEARS: 07/01/2011 - 06/30/2014

		YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
FUND: 0001 GENERAL FUND								
REVENUES:								
4001	CURRENT SECURED TAXES	$9,504,115	$9,250,000	$9,345,000	$9,771,459	$9,250,000	$9,350,000	$0
4004	CURRENT UNSECURED TAXES	$1,438,407	$1,200,000	$1,200,000	$1,517,517	$1,200,000	$1,200,000	$0
4005	CURRENT UNSECURED AIRCRAFT TAX	$32,484	$32,000	$32,000	$39,360	$32,000	$32,000	$0
4008	SB813 DISTRIBUTIONS	$599,663	$70,000	$70,000	$102,791	$70,000	$70,000	$0
4021	PRIOR YEAR SECURED TAXES	$56,728	$90,000	$90,000	$87,982	$90,000	$90,000	$0
4023	PRIOR YEAR UNSECURED TAXES	$197,790	$15,000	$15,000	$34,120	$58,000	$58,000	$0
4041	PENALTIES ON DELINQUENT TAXES	$38,153	$90,000	$90,000	$115,849	$110,000	$110,000	$0
4042	COSTS OF DELINQUENT COLLECTION	$400	$10,000	$10,000	$6,060	$10,000	$10,000	$0
	TAXES - PROPERTY	$11,867,743	$10,757,000	$10,852,000	$11,675,142	$10,820,000	$10,920,000	$0
4063	IN LIEU OF SALES & USE TAX	$284,555	$285,000	$285,000	$341,669	$300,000	$300,000	$0
4082	REAL PROPERTY TRANSFER TAX	$44,256	$42,500	$42,500	$61,795	$45,000	$45,000	$0
4083	TRANSIENT OCCUPANCY TAX	$2,882,004	$2,485,000	$2,485,000	$2,877,947	$2,485,000	$2,650,000	$0
	TAXES - OTHER	$3,210,816	$2,812,500	$2,812,500	$3,281,411	$2,830,000	$2,995,000	$0
4062	SALES TAX	$937,220	$875,000	$881,250	$936,044	$890,000	$910,000	$0
	TAXES - SALES	$937,220	$875,000	$881,250	$936,044	$890,000	$910,000	$0
4101	ANIMAL LICENSES	$26,236	$27,000	$27,000	$26,385	$27,000	$27,000	$0
4131	CONSTRUCTION PERMITS	$111,874	$110,000	$95,000	$119,029	$111,900	$111,900	$0
4135	FEES FOR CONTINUING EDUCATION	$4,059	$5,800	$4,500	$2,695	$4,200	$4,200	$0
4156	RECLAMATION PLAN FEES	$13,900	$13,500	$13,500	$11,900	$13,500	$13,500	$0
4161	FRANCHISE FEES	$135,618	$115,000	$115,000	$131,170	$115,000	$115,000	$0
4170	WELL PERMITS	$6,733	$7,000	$6,007	$11,677	$8,000	$8,000	$0
4171	D H R PERMITS	$420	$400	$340	$420	$350	$350	$0
4172	SEWER APPLICATIONS	$3,838	$3,600	$2,600	$1,569	$2,500	$2,500	$0
4174	WELL & WATER SYSTEM PERMITS	$52,284	$51,676	$51,676	$55,135	$52,000	$52,000	$0
4175	PERMITS TO OPERATE	$995	$1,000	$1,000	$1,140	$1,000	$1,000	$0
4176	LICENSES	$3,040	$3,000	$3,000	$3,277	$3,000	$3,000	$0
4177	GUN PERMITS	$3,276	$2,900	$2,900	$4,463	$3,200	$3,200	$0
4178	FINGERPRINT PERMITS	$9,341	$8,100	$8,100	$12,954	$10,000	$10,000	$0
4179	EXPLOSIVE PERMITS	$437	$100	$100	$32	$100	$100	$0
4180	DEVICE REGISTRATION FEE	$27,877	$30,000	$30,000	$30,130	$30,000	$30,000	$0
4182	SWIMMING POOL PERMITS	$8,382	$8,600	$8,600	$8,834	$8,800	$8,800	$0

ATTACHMENT A

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2013 TODAY'S DATE: 09/10/2013

FOR FISCAL YEARS: 07/01/2011 - 06/30/2014

		YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
4183	FOOD ESTABLISHMENT PERMITS	$39,659	$40,154	$40,154	$41,341	$41,000	$41,000	$0
4184	SEWAGE PUMP VEHICLE PERMIT	$700	$721	$721	$720	$735	$735	$0
4186	DEVICE REPAIRMAN LICENSE	$105	$250	$250	$121	$250	$250	$0
4187	NITRATE ANALYSES	$1,140	$1,200	$1,200	$1,494	$1,400	$1,400	$0
	LICENSES & PERMITS	$449,916	$430,001	$411,648	$464,490	$433,935	$433,935	$0
4211	CRIMINAL FINES	$101	$75	$11,463	$3,187	$10,075	$10,075	$0
4212	ANIMAL FINES	$6,020	$5,000	$5,000	$7,238	$5,000	$5,000	$0
4214	SUPERIOR COURT FINES	$63,105	$54,699	$54,699	$32,063	$47,850	$47,850	$0
4215	JUSTICE COURT FINES	$253,704	$250,000	$250,000	$195,995	$195,000	$195,000	$0
4220	LAW LIBRARY FINES	$8,579	$8,500	$8,500	$7,768	$8,000	$8,000	$0
4224	COURT REALIGNMENT FINES	$971,267	$950,000	$950,000	$740,125	$740,000	$740,000	$0
	FINES & FORFEITURES	$1,302,778	$1,268,274	$1,279,662	$986,378	$1,005,925	$1,005,925	$0
4351	DIAZ LAKE CONCESSIONS	$6,500	$0	$0	$6,225	$6,225	$6,225	$0
4352	MILLPOND CONCESSIONS	$8,298	$0	$0	$8,625	$8,300	$8,300	$0
	RENTS & LEASES	$14,798	$0	$0	$14,850	$14,525	$14,525	$0
4301	INTEREST FROM TREASURY	$29,005	$190,000	$95,000	$69,724	$80,000	$80,000	$0
4303	INTEREST ON TAX FUNDS	$1,141	$1,500	$1,500	$0	$1,500	$1,500	$0
4311	RENTS	$45,518	$42,000	$75,999	$72,308	$74,286	$74,286	$0
4312	LEASES	$1,959	$12	$12	$1,845	$1,972	$1,972	$0
4316	STATHAM HALL RENT	$0	$800	$800	$651	$750	$750	$0
4317	BIG PINE LEGION HALL RENT	$0	$500	$575	$472	$440	$440	$0
4318	INDEPENDENCE LEGION HALL RENT	$0	$75	$200	$130	$130	$130	$0
	REV USE OF MONEY & PROPERTY	$77,624	$234,887	$174,086	$145,131	$159,078	$159,078	$0
4411	STATE MOTOR VEHICLE IN LIEU TX	$772,062	$902,185	$676,845	$726,966	$626,296	$626,296	$0
4413	PROPERTY TAX IN LIEU OF VLF	$2,102,593	$2,050,000	$2,050,000	$2,074,715	$2,050,000	$2,050,000	$0
4420	SOCIAL SERVICE REALIGNMENT	$1,039,486	$861,729	$755,729	$772,206	$766,437	$766,437	$0
4421	STATE PUBLIC ASSIST ADMIN	$1,984,882	$1,977,534	$1,426,319	$1,419,158	$1,426,319	$1,426,319	$0
4425	AID FAMILY DEPENDENT CHILDREN	$222,175	$0	$116,000	$115,637	$0	$0	$0
4427	FOSTER CARE	$104,320	$0	$5,000	$4,366	$0	$0	$0
4430	HEALTH REALIGNMENT	$341,127	$457,434	$461,376	$457,434	$437,764	$437,764	$0
4447	OTHER AID FOR HEALTH	$104,741	$92,630	$117,177	$117,177	$117,177	$117,177	$0
4450	MENTAL HEALTH REALIGNMENT	$906,273	$711,143	$1,003,411	$1,003,411	$991,143	$991,143	$0
4460	REALIGNMENT - 2011	$1,730,929	$2,322,736	$2,203,078	$1,786,364	$2,356,392	$2,356,392	$0

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4463	UNREFUNDED GAS TAX	$129,768	$65,000	$177,784	$180,583	$65,000	$65,000	$0
4472	HOMEOWNERS PROPERTY TAX RELIEF	$78,774	$82,000	$82,000	$38,804	$82,000	$82,000	$0
4473	STATE AID FOR VETERANS AFFAIRS	$21,817	$25,416	$25,416	$22,008	$25,416	$25,416	$0
4483	STANDARDS & TRAIN FOR CORRECT	$32,215	$34,073	$30,525	$30,525	$31,625	$31,625	$0
4485	STATE - PUBLIC SAFETY SERVICES	$1,692,168	$1,653,270	$1,653,270	$1,805,929	$1,770,000	$1,795,000	$0
4486	AB443 - SHERIFF	$369,810	$262,106	$262,106	$0	$288,302	$288,302	$0
4488	CITIZEN OPTION - PUBLIC SAFETY	$47,809	$29,032	$100,438	$99,583	$6,000	$6,000	$0
4489	JUVENILE JUSTICE	$0	$0	$41,956	$41,256	$50,302	$50,302	$0
4497	STATE MANDATE PROGRAMS	$21,756	$0	$0	$156,385	$0	$0	$0
4498	STATE GRANTS	$1,765,071	$2,150,166	$2,135,866	$1,492,367	$2,061,310	$2,061,310	$0
4499	STATE OTHER	$610,698	$1,229,561	$1,065,426	$534,280	$1,051,790	$1,051,790	$0
4501	FEDERAL PUBLIC ASSISTANCE ADMN	$1,437,975	$1,624,950	$2,146,673	$1,674,831	$2,146,673	$2,146,673	$0
4511	FEDERAL AID TO FAMILY W/ CHILD	$85,537	$100,000	$50,000	$30,843	$20,000	$20,000	$0
4512	FEDERAL FOSTER CARE	$98,232	$115,000	$200,000	$157,673	$200,000	$200,000	$0
4521	FEDERAL FOREST RESERVE	$0	$7,000	$0	$0	$0	$0	$0
4541	FEDERAL IN LIEU TAXES	$1,610,415	$1,712,393	$1,712,393	$1,712,393	$1,673,865	$1,673,865	$0
4552	FEDERAL OTHER	$505,781	$738,000	$670,700	$478,624	$847,597	$847,597	$0
4555	FEDERAL GRANTS	$30,468	$12,312	$12,312	$11,789	$12,312	$12,312	$0
4561	AID FROM MONO COUNTY	$229,623	$219,817	$219,817	$208,678	$210,282	$210,282	$0
4563	CONTRIBUTION FROM DWP	$3,216,012	$3,183,466	$3,183,466	$3,331,790	$3,347,450	$3,347,450	$0
4599	OTHER AGENCIES	$164,824	$165,000	$248,411	$251,256	$165,000	$165,000	$0
	AID FROM OTHER GOVT AGENCIES	$21,457,349	$22,783,953	$22,833,494	$20,737,039	$22,826,452	$22,851,452	$0
4601	TAX REDEMPTION FEES	$4,130	$2,000	$2,000	$2,590	$2,000	$2,000	$0
4602	ASSESSMENT & COLLECTION FEES	$55,070	$55,000	$55,000	$54,520	$16,900	$16,900	$0
4603	SB813 COLLECTION FEES	$92,295	$25,000	$25,000	$17,607	$17,000	$17,000	$0
4605	DELINQUENT TAX SALE FEE	$895	$2,000	$57,000	$106,732	$0	$0	$0
4612	SPEC DIST & GRANT ACCOUNTING	$48,525	$27,000	$27,000	$27,000	$49,550	$49,550	$0
4618	EMS ACCOUNTING	$10,000	$10,000	$30,000	$30,000	$25,000	$25,000	$0
4622	CANDIDATE STATEMENTS	$11,700	$3,000	$3,000	$4,487	$3,000	$3,000	$0
4623	ELECTION FILING FEES	$2,896	$0	$0	$0	$10,000	$10,000	$0
4624	MISCELLANEOUS ELECTION SERVICE	$660	$250	$250	$412	$300	$300	$0
4631	COUNTY COUNSEL FEES	$2,695	$150	$539	$539	$150	$150	$0
4632	PUBLIC DEFENDER FEES	$2,370	$5,000	$5,000	$2,607	$5,000	$5,000	$0
4654	PLANNING & ENGINEERING FEES	$141,228	$163,050	$163,050	$178,709	$189,191	$189,191	$0
4655	MAP CHECKING	$250	$500	$500	$2,552	$1,000	$1,000	$0

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4663	PEST MILL REFUND	$66,000	$64,200	$70,000	$70,000	$66,000	$66,000	$0
4664	NURSERY	$0	$500	$500	$500	$814	$814	$0
4665	PETROLEUM PRODUCT INSPECTION	$4,275	$3,975	$3,975	$300	$3,225	$3,225	$0
4666	RODENT CONTROL	$1,920	$1,000	$1,000	$1,260	$1,000	$1,000	$0
4667	NON COMMERCIAL CERTIFICATIONS	$572	$500	$500	$425	$500	$500	$0
4672	CLERK FEES	$184	$100	$100	$198	$100	$100	$0
4673	COST OF PROBATION	$35,528	$32,000	$33,572	$45,797	$40,000	$40,000	$0
4676	RESTITUTION	$49	$0	$22,000	$22,000	$0	$0	$0
4681	LPS PRIVATE PAY	$3,150	$4,650	$17,960	$22,400	$24,436	$24,436	$0
4682	ESTATE FEES	$3,000	$4,000	$4,000	$4,044	$4,000	$4,000	$0
4683	PUBLIC GUARDIAN FEES	$5,064	$4,000	$4,000	$4,108	$4,000	$4,000	$0
4691	JAIL BOOKING FEES	$3,653	$2,850	$2,850	$3,313	$2,850	$2,850	$0
4693	FOREST SERVICE	$13,770	$21,000	$14,000	$11,097	$35,000	$35,000	$0
4695	SEARCH & RESCUE	$12,725	$8,500	$17,677	$19,714	$10,000	$10,000	$0
4697	FEDERAL & STATE PRISONER HOLD	$0	$0	$0	$15,125	$0	$0	$0
4698	INVESTIGATIONS	$67,053	$67,053	$67,053	$67,053	$67,053	$67,053	$0
4699	CIVIL PROCESS SERVICE	$5,835	$5,600	$3,500	$6,270	$5,600	$5,600	$0
4701	VITAL STATISTICS	$8,210	$7,200	$7,200	$8,631	$8,000	$8,000	$0
4702	RECORDING FEES	$67,157	$65,100	$65,100	$81,448	$66,000	$66,000	$0
4703	RECORDERS MICROGRAPHIC FEES	$2	$0	$0	$0	$0	$0	$0
4720	NON FEDERAL MEDICARE	$1,613	$1,000	$4,582	$3,276	$3,863	$3,863	$0
4722	FEDERAL MEDICARE MEDICAID	$9,379	$9,000	$9,000	$8,427	$9,211	$9,211	$0
4723	WATER SAMPLES	$85,225	$76,275	$76,275	$79,183	$76,275	$76,275	$0
4729	EH WASTE INSPECTION & PERMITS	$15,066	$15,516	$15,516	$15,516	$15,888	$15,888	$0
4732	E.M.S. RADIO MAINTENANCE	$1,575	$1,575	$1,575	$1,575	$1,575	$1,575	$0
4742	PATIENT PAYMENTS	$59,654	$52,800	$47,000	$62,078	$53,324	$53,324	$0
4747	INSURANCE PAYMENTS	$3,546	$1,000	$8,000	$11,484	$7,963	$7,963	$0
4748	MENTAL HEALTH MEDICAL	$632,072	$561,214	$727,730	$701,734	$868,518	$868,518	$0
4751	SEPTAGE POND FEES	$130	$0	$0	$0	$0	$0	$0
4752	SANITATION SERVICES	$10	$0	$0	$0	$0	$0	$0
4754	HAZARDOUS WASTE FEES	$84,074	$82,000	$83,579	$83,578	$82,000	$82,000	$0
4765	P.O.S.T.	$43,832	$40,000	$43,237	$36,276	$45,500	$45,500	$0
4771	LIBRARY SERVICES	$1,368	$1,300	$1,300	$1,205	$1,300	$1,300	$0
4781	PLEASANT VALLEY - CAMP	$56,803	$0	$0	$55,472	$69,600	$69,600	$0
4783	SCHOBER LANE - CAMP	$47,725	$0	$0	$39,781	$40,000	$40,000	$0

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4784	BIG PINE TRIANGLE - CAMP	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$0
4785	BAKER CREEK - CAMP	$19,810	$19,000	$19,000	$21,049	$22,800	$22,800	$0
4786	TINNEMAHA - CAMP	$16,649	$16,000	$16,000	$15,550	$19,200	$19,200	$0
4787	TABOOSE - CAMP	$32,965	$32,000	$32,000	$25,422	$38,400	$38,400	$0
4788	INDEPENDENCE CREEK - CAMP	$8,890	$8,100	$8,100	$8,027	$9,720	$9,720	$0
4789	PORTAGI JOE - CAMP	$10,493	$11,000	$11,000	$8,870	$11,000	$11,000	$0
4791	TECOPA HOT SPRINGS - CAMP	$8,814	$0	$0	$10,119	$8,815	$8,815	$0
4792	DAY USE FEES	$4,000	$0	$0	$2,800	$3,600	$3,600	$0
4809	WRAP FEES	$3,890	$5,000	$3,400	$3,765	$5,000	$5,000	$0
4812	NSF CHARGES	$70	$75	$75	$440	$75	$75	$0
4813	SHIPPING & HANDLING	$84	$75	$75	$193	$75	$75	$0
4815	PROJECT REIMBURSABLES	$0	$8,150	$8,150	$621	$0	$0	$0
4817	LAFCO FEES	$5,731	$6,500	$6,500	$9,251	$8,900	$8,900	$0
4819	SERVICES & FEES	$700,324	$449,250	$538,998	$400,454	$338,888	$348,888	$0
4820	COUNTY COST PLAN	$1,438,505	$1,359,335	$1,359,335	$1,355,072	$1,149,830	$1,149,830	$0
4821	INTRA COUNTY CHARGES	$894,830	$789,384	$869,121	$740,415	$874,020	$856,384	$0
4822	INTRA COUNTY INSURANCE ADMIN	$604,746	$731,736	$731,736	$730,769	$662,450	$662,450	$0
4824	INTER GOVERNMENT CHARGES	$87,089	$117,479	$372,170	$475,026	$251,188	$321,824	$0
4825	OTHER CURRENT CHARGES	$286,677	$310,959	$299,925	$306,412	$306,721	$306,721	$0
4827	TRIAL COURT CHARGES	$122,326	$140,966	$140,966	$134,716	$174,820	$174,820	$0
4829	COPIER LEASE REVENUE	$111,908	$116,240	$116,240	$109,185	$114,000	$114,000	$0
	CHARGES FOR CURRENT SERVICES	$6,073,753	$5,551,107	$6,256,912	$6,272,196	$5,935,188	$5,998,188	$0
4998	OPERATING TRANSFERS IN	$235,120	$1,216,932	$1,291,743	$1,038,058	$253,056	$958,102	$0
	OTHER FINANCING SOURCES	$235,120	$1,216,932	$1,291,743	$1,038,058	$253,056	$958,102	$0
4911	SALES OF FIXED ASSETS	$0	$0	$0	$225	$0	$0	$0
4921	SALES OF MINUTES & AGENDA	$0	$50	$50	$0	$50	$50	$0
4922	SALES OF COPIES	$4,774	$5,500	$5,500	$5,368	$4,900	$4,900	$0
4924	SALES OF MAILING LISTS	$193	$0	$0	$219	$0	$0	$0
4925	SALES OF BOOKS & PAMPHLETS	$12,905	$10,500	$10,500	$9,201	$12,000	$12,000	$0
4936	MISCELLANEOUS SALES	$45	$0	$0	$4	$0	$0	$0
4951	DONATIONS	$13,402	$7,000	$18,500	$11,487	$9,000	$9,000	$0
4952	OUTSIDE CONTRACT	$48,380	$32,750	$57,215	$90,610	$48,000	$48,000	$0
4955	FAMILY SUPPORT REPAYMENT	$959	$0	$0	$92	$0	$0	$0
4959	MISCELLANEOUS REVENUE	$16,795	$13,050	$12,500	$19,592	$10,900	$10,900	$0

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4961	REIMBURSED EXPENSES	$44,479	$29,975	$30,880	$40,702	$28,000	$28,000	$0
4997	CASH OVER OR SHORT	$12	$100	$100	$45	$100	$100	$0
4999	PRIOR YEARS REIMBURSEMENTS	$99,637	$0	$0	$2,181	$0	$0	$0
	OTHER REVENUE	$241,585	$98,925	$135,245	$179,731	$112,950	$112,950	$0
	TOTAL REVENUES:	$45,868,707	$46,028,579	$46,928,540	$45,730,476	$45,281,109	$46,359,155	$0
EXPENSES								
5001	SALARIED EMPLOYEES	$17,110,514	$18,535,944	$18,258,596	$17,524,266	$19,954,841	$19,268,929	$0
5002	CONTRACT EMPLOYEES	$127,610	$127,612	$124,000	$127,362	$128,099	$128,099	$0
5003	OVERTIME	$624,395	$682,933	$738,030	$580,463	$661,550	$631,944	$0
5004	STANDBY TIME	$94,565	$101,237	$111,467	$100,420	$118,425	$113,535	$0
5005	HOLIDAY OVERTIME	$119,401	$121,434	$139,557	$113,514	$132,974	$132,974	$0
5006	4850 TIME - WORKERS COMP	$18,333	$0	$13,701	$13,700	$0	$0	$0
5012	PART TIME EMPLOYEES	$612,488	$874,951	$966,373	$788,620	$891,248	$859,250	$0
5021	RETIREMENT & SOCIAL SECURITY	$1,199,928	$1,311,182	$1,311,808	$1,234,448	$1,398,391	$1,344,699	$0
5022	PERS RETIREMENT	$4,444,495	$4,808,467	$4,793,485	$4,641,785	$5,098,018	$4,982,824	$0
5025	RETIREE HEALTH BENEFITS	$1,190,290	$1,561,830	$1,561,830	$1,338,520	$1,540,363	$1,540,363	$0
5031	MEDICAL INSURANCE	$3,352,238	$3,681,464	$3,670,215	$3,246,154	$3,764,339	$3,558,566	$0
5032	DISABILITY INSURANCE	$185,644	$181,392	$181,442	$175,648	$195,665	$189,226	$0
5033	SHERIFF DEPUTIES DISABILITY	$8,979	$9,400	$9,402	$9,644	$9,631	$9,631	$0
5034	EDUCATION REIMBURSEMENT	$2,477	$7,100	$8,151	$2,260	$7,800	$7,800	$0
5042	SICK LEAVE BUY OUT	$161,467	$185,155	$199,252	$188,578	$226,769	$225,506	$0
5043	OTHER BENEFITS	$278,982	$260,992	$344,027	$339,356	$304,293	$328,793	$0
5111	CLOTHING	$64,100	$70,750	$70,774	$64,759	$73,663	$73,663	$0
	SALARIES & BENEFITS	$29,595,915	$32,521,843	$32,502,110	$30,489,505	$34,506,069	$33,395,802	$0
5112	PERSONAL & SAFETY EQUIPMENT	$66,768	$51,630	$73,651	$68,218	$74,082	$74,082	$0
5114	INMATE CLOTHING	$8,307	$12,000	$13,609	$8,339	$12,000	$12,000	$0
5122	CELL PHONES	$38,230	$44,427	$48,306	$41,561	$34,775	$34,775	$0
5131	FOOD & HOUSEHOLD SUPPLIES	$509,392	$630,329	$629,301	$626,030	$621,106	$613,106	$0
5154	UNEMPLOYMENT INSURANCE	$86,840	$100,775	$131,875	$88,425	$121,202	$121,202	$0
5156	INSURANCE CLAIMS	$0	$5,000	$5,000	$0	$5,000	$5,000	$0
5157	MEDICAL MALPRACTICE INSURANCE	$36,728	$39,181	$39,181	$39,180	$49,776	$49,776	$0
5158	INSURANCE PREMIUM	$71,386	$79,000	$79,000	$78,413	$82,500	$82,500	$0
5161	JURY EXPENSE	$22,949	$23,800	$23,800	$20,776	$23,800	$23,800	$0

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5162	WITNESS EXPENSE	$694	$1,500	$3,500	$3,449	$3,500	$3,500	$0
5171	MAINTENANCE OF EQUIPMENT	$34,305	$83,622	$78,789	$49,559	$78,333	$70,913	$0
5173	MAINTENANCE OF EQUIPMENT-MATER	$5,341	$9,826	$7,892	$4,835	$9,126	$8,876	$0
5175	MAINTENANCE - FUEL & LUBRICANT	$64	$100	$100	$0	$100	$100	$0
5177	MAINTENANCE OF COMPUTER SYSTEM	$176,111	$136,650	$136,650	$103,069	$131,900	$131,900	$0
5182	MAINTENANCE OF GROUNDS	$17,959	$21,000	$21,000	$20,277	$34,000	$34,000	$0
5184	MAINTENANCE - SHERIFF	$10,910	$10,000	$10,000	$8,906	$10,000	$10,000	$0
5190	MAINT BIG PINE LIBRARY	$5,666	$5,666	$5,666	$5,666	$5,666	$5,666	$0
5191	MAINTENANCE OF STRUCTURES	$3,279	$3,000	$5,372	$3,385	$5,424	$5,424	$0
5199	MAINT OF STRUCTURES-MATERIALS	$37,310	$55,125	$51,610	$27,192	$55,483	$55,483	$0
5201	MEDICAL, DENTAL & LAB SUPPLIES	$17,843	$16,000	$16,000	$13,224	$13,500	$13,500	$0
5232	OFFICE & OTHER EQUIP < $5,000	$251,968	$117,412	$153,300	$117,913	$154,810	$158,803	$0
5236	INFORMATION SERVICES POSTAGE	$96,092	$89,400	$89,400	$67,266	$87,275	$87,275	$0
5260	HEALTH - EMPLOYEE PHYSICALS	$14,635	$26,808	$28,987	$19,552	$22,077	$21,577	$0
5263	ADVERTISING	$93,002	$81,815	$87,157	$75,438	$77,635	$77,635	$0
5265	PROFESSIONAL & SPECIAL SERVICE	$2,967,702	$3,761,127	$4,532,870	$3,128,213	$3,547,177	$3,455,177	$0
5267	PROF SVCS - SAVE ROUND VALLEY	$40,501	$0	$0	$0	$0	$0	$0
5281	RENTS & LEASES-EQUIPMENT	$31,215	$39,266	$37,817	$30,275	$30,984	$30,984	$0
5285	COPIER LEASE - IS ONLY	$108,611	$111,776	$111,776	$105,409	$113,888	$113,888	$0
5291	OFFICE, SPACE & SITE RENTAL	$477,427	$499,176	$520,423	$476,585	$515,829	$507,829	$0
5301	SMALL TOOLS & INSTRUMENTS	$2,883	$6,078	$6,257	$4,469	$6,078	$5,978	$0
5311	GENERAL OPERATING EXPENSE	$700,520	$893,950	$917,328	$764,610	$943,896	$932,396	$0
5313	LAW ENFORCEMENT SPECIAL	$56,198	$108,266	$98,981	$73,767	$106,416	$106,416	$0
5316	ELECTION EXPENSE	$56,086	$80,000	$79,800	$52,567	$70,000	$70,000	$0
5321	SPECIAL APPROPRIATION	$10,000	$10,000	$32,000	$32,000	$10,000	$10,000	$0
5325	LIBRARY BOOKS & SUBSCRIPTIONS	$38,815	$29,777	$41,164	$34,813	$30,000	$30,000	$0
5331	TRAVEL EXPENSE	$357,947	$478,080	$465,170	$349,393	$527,837	$474,875	$0
5332	MILEAGE REIMBURSEMENT	$3,664	$4,366	$4,308	$2,300	$2,800	$2,800	$0
5337	5150 TRANSPORTS	$4,487	$10,000	$10,000	$0	$10,000	$10,000	$0
5351	UTILITIES	$864,613	$966,849	$942,960	$885,781	$918,452	$913,452	$0
5499	PRIOR YEAR REFUNDS	$38,189	$0	$6,128	$6,127	$0	$0	$0
	SERVICES & SUPPLIES	$7,364,653	$8,642,777	$9,546,128	$7,436,997	$8,546,427	$8,364,688	$0
5121	INTERNAL CHARGES	$695,029	$600,485	$717,016	$629,612	$525,137	$509,537	$0
5123	TECH REFRESH EXPENSE	$0	$89,299	$102,453	$86,644	$172,852	$172,852	$0
5124	EXTERNAL CHARGES	$2,966	$6,601	$24,194	$20,702	$21,226	$21,226	$0

COUNTY OF INYO

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5125	FINANCIAL SYSTEM CHARGES	$19,048	$0	$0	$0	$0	$0	$0
5128	INTERNAL SHREDDING CHARGES	$10,893	$10,724	$10,824	$9,809	$10,162	$10,162	$0
5129	INTERNAL COPY CHARGES (NON-IS)	$86,863	$92,438	$100,246	$87,501	$95,458	$95,458	$0
5152	WORKERS COMPENSATION	$381,096	$490,758	$490,758	$490,758	$527,988	$527,158	$0
5155	PUBLIC LIABILITY INSURANCE	$156,260	$178,167	$178,627	$178,703	$332,770	$317,973	$0
5315	COUNTY COST PLAN	$600,811	$346,212	$346,212	$346,135	$268,663	$268,663	$0
5333	MOTOR POOL	$1,204,810	$1,287,128	$1,303,804	$1,309,262	$1,342,794	$1,352,794	$0
	INTERNAL CHARGES	$3,157,777	$3,101,812	$3,274,134	$3,159,129	$3,297,050	$3,275,823	$0
5501	SUPPORT & CARE OF PERSONS	$2,179,309	$2,392,542	$2,294,000	$1,786,762	$2,032,555	$2,032,555	$0
5508	SUPPORT & CARE - 1099	$142,979	$220,000	$263,564	$226,638	$239,094	$239,094	$0
5516	COMM CONN FOR CHILD CARE	$4,500	$10,000	$10,000	$9,942	$10,000	$10,000	$0
5519	VISITOR CENTER CONTRIBUTION	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$0
5520	INYO ARTS COUNCIL CONTRIBUTION	$39,129	$39,129	$39,129	$39,129	$39,129	$39,129	$0
5521	LAWS RR MUSEUM CONTRIBUTION	$25,807	$25,807	$25,807	$25,807	$25,807	$25,807	$0
5522	OMBUDSMAN CONTRIBUTION	$2,200	$2,200	$2,200	$1,761	$2,200	$2,200	$0
5523	WILD IRIS CONTRIBUTION	$14,864	$14,864	$14,864	$14,852	$14,864	$14,864	$0
5527	CAL EXPO EXHIBIT	$10,000	$13,000	$13,000	$13,000	$13,000	$13,000	$0
5528	TRI COUNTY FAIR/RODEO	$20,000	$15,000	$20,000	$20,000	$15,000	$15,000	$0
5529	TRIAL COURT MOE	$811,993	$820,000	$818,000	$793,424	$795,000	$690,000	$0
5531	CALIFORNIA INDIAN LEGAL SERVIC	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$0
5533	EAST SIERRA AVALANCHE SOCIETY	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$0
5535	INYO COUNTY FILM COMMISSION	$35,633	$40,000	$40,001	$35,348	$41,700	$41,700	$0
5537	MT. WHITNEY FISH HATCHERY	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$0
5539	OTHER AGENCY CONTRIBUTIONS	$778,112	$458,305	$712,137	$676,901	$458,305	$408,305	$0
	OTHER CHARGES	$4,102,529	$4,088,847	$4,290,702	$3,681,567	$3,724,654	$3,569,654	$0
5620	INFRASTRUCTURE	$0	$56,660	$56,660	$58,306	$40,000	$40,000	$0
5630	LAND IMPROVEMENTS	$0	$21,000	$20,985	$2,739	$7,501	$7,501	$0
5640	STRUCTURES & IMPROVEMENTS	$0	$215,000	$214,728	$121,897	$111,542	$17,990	$0
5650	EQUIPMENT	$52,154	$72,312	$172,403	$152,861	$152,319	$124,319	$0
5655	VEHICLES	$0	$34,000	$30,085	$30,084	$0	$0	$0
5700	CONSTRUCTION IN PROGRESS	$30,468	$82,350	$0	$0	$0	$0	$0
	FIXED ASSETS	$82,623	$481,322	$494,861	$365,889	$311,362	$189,810	$0
5801	OPERATING TRANSFERS OUT	$1,515,374	$559,260	$757,758	$745,073	$186,480	$429,359	$0

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5850	IN KIND CONTRIBUTION	$3,541	$31,050	$28,581	$14,973	$8,500	$8,500	$0
	OTHER FINANCING USES	$1,518,915	$590,310	$786,339	$760,047	$194,980	$437,859	$0
5901	CONTINGENCIES	$0	$725,240	$650,000	$0	$650,000	$1,101,605	$0
5902	CONTINGENCIES - PY ENCUMBRANCE	$0	$0	$191,965	$0	$0	$0	$0
	RESERVES	$0	$725,240	$841,965	$0	$650,000	$1,101,605	$0
	TOTAL EXPENSES:	$45,822,415	$50,152,151	$51,736,239	$45,893,137	$51,230,542	$50,335,241	$0
FUND: 0001 GENERAL FUND		$46,292	($4,123,572)	($4,807,699)	($162,660)	($5,949,433)	($3,976,086)	$0

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COUNTY TOTALS FOR	REVENUES:	$45,868,707	$46,028,579	$46,928,540	$45,730,476	$45,281,109	$46,359,155	$0
	EXPENSES:	($45,822,415)	($50,152,151)	($51,736,239)	($45,893,137)	($51,230,542)	($50,335,241)	$0
	REPORT NET	$46,292	($4,123,572)	($4,807,699)	($162,660)	($5,949,433)	($3,976,086)	$0

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REVENUES:							
4061 - LOCAL TRANSPORTATION TAX	$63,886	$76,357	$76,357	$73,089	$76,357	$76,357	$0
4085 - TRANSACTION & USE TAX	$1,234,331	$1,260,000	$1,260,000	$1,292,957	$1,290,000	$1,290,000	$0
TAXES - SALES	$1,298,217	$1,336,357	$1,336,357	$1,366,046	$1,366,357	$1,366,357	$0
4141 - ROAD PRIVILEGES & PERMITS	$61,607	$15,000	$15,000	$15,525	$15,000	$15,000	$0
4185 - COMMERCIAL TRASH COLLECT PRMT	$312,846	$300,000	$275,000	$285,711	$280,000	$280,000	$0
LICENSES & PERMITS	$374,454	$315,000	$290,000	$301,237	$295,000	$295,000	$0
4213 - FISH & GAME FINES	$4,468	$3,000	$3,000	$4,068	$2,400	$2,400	$0
FINES & FORFEITURES	$4,468	$3,000	$3,000	$4,068	$2,400	$2,400	$0
4321 - CABLE TV LEASE	$28,304	$28,304	$28,304	$28,304	$29,316	$29,316	$0
4331 - AUTO PARKING	$21,594	$21,700	$21,700	$22,318	$21,880	$21,880	$0
4333 - HANGER RENT	$74,492	$78,720	$78,720	$80,696	$85,776	$85,776	$0
4334 - TIE DOWN FEES	$13,749	$11,370	$11,370	$13,977	$12,285	$12,285	$0
4336 - RENT-A-CAR LEASE	$1,800	$1,800	$1,800	$1,650	$1,800	$1,800	$0
4338 - RAMP FEES	$11,441	$9,380	$9,380	$12,694	$9,800	$9,800	$0
4340 - HANGAR ONE AERO	$5,532	$4,752	$4,752	$4,752	$4,752	$4,752	$0
RENTS & LEASES	$156,914	$156,026	$156,026	$164,391	$165,609	$165,609	$0
4301 - INTEREST FROM TREASURY	$58,138	$50,164	$50,564	$35,322	$28,488	$28,488	$0
4311 - RENTS	$92,363	$107,826	$107,826	$82,999	$136,162	$136,162	$0
4316 - STATHAM HALL RENT	$1,730	$800	$1,100	$873	$750	$750	$0
4317 - BIG PINE LEGION HALL RENT	$880	$500	$550	$472	$440	$440	$0
4318 - INDEPENDENCE LEGION HALL RENT	$130	$75	$175	$130	$130	$130	$0
REV USE OF MONEY & PROPERTY	$153,241	$159,365	$160,215	$119,798	$165,970	$165,970	$0
4401 - STATE AID FOR AVIATION	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$0
4447 - OTHER AID FOR HEALTH	$8,878	$0	$0	$0	$0	$0	$0
4460 - REALIGNMENT - 2011	$102,708	$258,920	$322,059	$276,146	$296,464	$296,464	$0
4471 - STATE HIGHWAY USERS TAX	$3,916,145	$3,600,000	$3,600,000	$3,147,037	$3,793,959	$3,793,959	$0
4475 - OFF HIGHWAY VEHICLE	$734	$750	$750	$666	$725	$725	$0
4478 - FAMILY SUPPORT REIM - STATE	$0	$0	$418,178	$286,410	$380,251	$380,251	$0
4479 - STATE SUBVENTIONS	$232,695	$216,000	$216,000	$114,964	$270,000	$270,000	$0
4484 - REGIONAL SURFACE TRANS FUNDS	$773,353	$773,353	$773,353	$773,353	$773,353	$773,353	$0
4496 - STATE - PROP 1B	$1,578,138	$1,432,057	$916,400	$916,400	$0	$0	$0
4498 - STATE GRANTS	$516,857	$772,000	$621,620	$538,691	$423,028	$499,704	$0

ATTACHMENT B

COUNTY OF INYO

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4499 - STATE OTHER	$435,894	$563,910	$1,875,621	$887,075	$1,437,455	$1,437,455	$0
4521 - FEDERAL FOREST RESERVE	$231,611	$220,030	$234,506	$234,506	$230,000	$230,000	$0
4531 - GRAZING FEES	$2,174	$0	$0	$2,001	$0	$0	$0
4552 - FEDERAL OTHER	$863,877	$902,304	$890,575	$732,775	$871,175	$871,175	$0
4554 - FAMILY SUPPORT ADMIN REIMBURSE	$286,279	$418,178	$888,627	$632,605	$808,034	$808,034	$0
4555 - FEDERAL GRANTS	$1,103,846	$4,757,791	$3,528,566	$2,304,253	$3,232,750	$3,301,062	$0
4562 - COUNTY CONTRIBUTION	$688,292	$41,969	$39,500	$24,973	$14,500	$20,748	$0
4563 - CONTRIBUTION FROM DWP	$1,762,158	$1,753,229	$2,755,937	$1,445,312	$3,113,793	$3,113,793	$0
4599 - OTHER AGENCIES	$0	$769,000	$1,174,460	$469,460	$461,000	$461,000	$0
AID FROM OTHER GOVT AGENCIES	$12,543,645	$16,519,491	$18,296,152	$12,826,634	$16,146,487	$16,297,723	$0
4676 - RESTITUTION	$1,884	$0	$0	$0	$0	$0	$0
4727 - ABATEMENT FEES	$349,577	$394,134	$394,134	$350,726	$380,000	$380,000	$0
4728 - SOLID WASTE FEES	$576,268	$725,000	$407,000	$439,936	$427,500	$427,500	$0
4735 - SW FEES - BISHOP - SUNLAND	$129,730	$0	$118,000	$123,071	$121,000	$121,000	$0
4736 - SW FEES - BIG PINE TRANSFER	$9,944	$0	$10,700	$11,079	$10,000	$10,000	$0
4737 - SW FEES - INDEPENDENCE	$11,013	$0	$12,500	$12,589	$11,000	$11,000	$0
4738 - SW FEES - LONE PINE	$28,939	$0	$30,000	$31,670	$31,000	$31,000	$0
4742 - PATIENT PAYMENTS	$3,076	$15,889	$15,789	$3,220	$3,475	$3,475	$0
4743 - D.U.I TRUST	$104,040	$180,627	$117,488	$63,298	$71,789	$71,789	$0
4745 - AB2086 TRUST	$2,698	$33,500	$5,086	$3,790	$0	$0	$0
4746 - SB920 TRUST	$2,463	$33,500	$5,086	$3,721	$0	$0	$0
4751 - SEPTAGE POND FEES	$34,618	$30,000	$25,000	$28,080	$25,000	$25,000	$0
4754 - HAZARDOUS WASTE FEES	$754	$1,000	$1,000	$721	$700	$700	$0
4801 - WATER SERVICE	$414,220	$392,346	$392,346	$424,739	$404,917	$404,917	$0
4815 - PROJECT REIMBURSABLES	$30,972	$201,400	$145,618	$292,789	$59,191	$59,191	$0
4818 - MOTOR POOL CHARGES	$1,381,431	$1,320,000	$1,320,000	$1,497,339	$1,430,000	$1,430,000	$0
4819 - SERVICES & FEES	$36,936	$32,368	$36,368	$34,368	$32,428	$32,428	$0
4821 - INTRA COUNTY CHARGES	$1,794,420	$1,523,030	$1,013,880	$966,819	$22,870	$22,870	$0
4822 - INTRA COUNTY INSURANCE ADMIN	$809,188	$917,908	$917,908	$917,286	$1,179,331	$1,179,331	$0
4823 - TECH REFRESH REVENUE	$0	$0	$0	$97,317	$189,302	$189,302	$0
4824 - INTER GOVERNMENT CHARGES	$162,015	$153,409	$153,409	$12,090	$0	$0	$0
4825 - OTHER CURRENT CHARGES	$414,720	$301,951	$307,022	$296,175	$231,351	$231,351	$0
4828 - INTERNAL SHREDDING REVENUE	$13,554	$12,000	$12,000	$12,000	$12,264	$12,264	$0
4931 - SALES OF AVIATION GAS	$202,962	$206,063	$206,063	$235,810	$240,460	$240,460	$0
4932 - SALES OF JET A FUEL	$612,509	$700,000	$700,000	$623,868	$751,850	$751,850	$0

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4933 - SALES OF OIL	$236	$200	$200	$202	$175	$175	$0
4937 - NON TAX-JET FUEL-MILITARY	$208,765	$180,000	$180,000	$251,740	$202,950	$202,950	$0
CHARGES FOR CURRENT SERVICES	$7,336,940	$7,354,325	$6,526,597	$6,734,452	$5,838,553	$5,838,553	$0
4998 - OPERATING TRANSFERS IN	$1,425,931	$1,233,128	$1,523,069	$1,410,194	$1,966,876	$2,950,511	$0
OTHER FINANCING SOURCES	$1,425,931	$1,233,128	$1,523,069	$1,410,194	$1,966,876	$2,950,511	$0
4901 - PRIOR YEARS REVENUE	$51,351	$0	$0	$0	$0	$0	$0
4911 - SALES OF FIXED ASSETS	$15,948	$12,000	$12,000	$12,065	$12,000	$12,000	$0
4922 - SALES OF COPIES	$0	$0	$0	$3	$10	$10	$0
4936 - MISCELLANEOUS SALES	$4	$25	$25	$31	$20	$20	$0
4951 - DONATIONS	$4,322	$4,100	$12,200	$12,100	$12,000	$12,000	$0
4959 - MISCELLANEOUS REVENUE	$825	$13,100	$13,100	$25,264	$16,800	$16,800	$0
4961 - REIMBURSED EXPENSES	$4,607	$144,688	$139,987	$143,576	$0	$0	$0
4990 - LOAN PROCEEDS	$0	$0	$992,054	$0	$992,054	$992,054	$0
4997 - CASH OVER OR SHORT	$0	$0	$0	$0	$0	$0	$0
4999 - PRIOR YEARS REIMBURSEMENTS	$2,858	$0	$884	$953	$0	$0	$0
OTHER REVENUE	$79,917	$173,913	$1,170,250	$193,993	$1,032,884	$1,032,884	$0
TOTAL REVENUES:	$23,373,732	$27,250,605	$29,461,666	$23,120,818	$26,980,136	$28,115,007	$0
EXPENSES:							
5001 - SALARIED EMPLOYEES	$4,515,458	$4,830,931	$4,818,248	$4,325,471	$4,821,961	$4,699,063	$0
5003 - OVERTIME	$66,087	$105,296	$158,039	$134,275	$112,621	$107,538	$0
5004 - STANDBY TIME	$20,216	$24,429	$22,429	$19,995	$24,913	$24,535	$0
5005 - HOLIDAY OVERTIME	$10,181	$18,040	$29,986	$20,827	$15,648	$15,569	$0
5012 - PART TIME EMPLOYEES	$516,419	$426,155	$365,737	$335,825	$445,158	$434,204	$0
5021 - RETIREMENT & SOCIAL SECURITY	$396,173	$421,333	$421,524	$373,774	$417,994	$406,889	$0
5022 - PERS RETIREMENT	$983,245	$1,075,562	$1,077,839	$958,969	$1,082,249	$1,063,556	$0
5025 - RETIREE HEALTH BENEFITS	$248,147	$297,544	$297,544	$297,544	$269,219	$269,219	$0
5031 - MEDICAL INSURANCE	$976,277	$1,037,818	$1,042,006	$904,015	$1,039,717	$990,245	$0
5032 - DISABILITY INSURANCE	$52,413	$49,381	$50,060	$45,720	$48,407	$47,256	$0
5034 - EDUCATION REIMBURSEMENT	$350	$0	$0	$0	$0	$0	$0
5042 - SICK LEAVE BUY OUT	$36,860	$58,910	$46,441	$35,196	$57,105	$57,012	$0
5043 - OTHER BENEFITS	$79,776	$65,373	$70,359	$71,686	$66,556	$66,556	$0
5045 - COMPENSATED ABSENCE EXPENSE	$1,180	$0	$0	$0	$0	$0	$0
5111 - CLOTHING	$0	$800	$800	$345	$800	$800	$0

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SALARIES & BENEFITS	$7,902,788	$8,411,572	$8,401,012	$7,523,647	$8,402,348	$8,182,442	$0
5112 - PERSONAL & SAFETY EQUIPMENT	$17,547	$38,022	$36,028	$21,572	$27,272	$27,272	$0
5122 - CELL PHONES	$10,478	$13,991	$15,741	$12,595	$14,586	$14,586	$0
5131 - FOOD & HOUSEHOLD SUPPLIES	$221,245	$122,685	$142,068	$125,732	$128,000	$128,000	$0
5153 - FIRE & CASUALTY INSURANCE	$6,197	$6,199	$6,199	$6,197	$6,200	$6,200	$0
5154 - UNEMPLOYMENT INSURANCE	$21,199	$29,900	$49,258	$29,182	$37,340	$37,340	$0
5156 - INSURANCE CLAIMS	($32,452)	$110,000	$110,000	$14,826	$135,000	$135,000	$0
5158 - INSURANCE PREMIUM	$765,891	$866,470	$867,647	$840,645	$919,774	$919,774	$0
5171 - MAINTENANCE OF EQUIPMENT	$196,727	$240,100	$242,880	$201,695	$250,950	$250,950	$0
5173 - MAINTENANCE OF EQUIPMENT-MATER	$268,282	$271,897	$307,301	$267,271	$311,903	$311,903	$0
5175 - MAINTENANCE - FUEL & LUBRICANT	$456,926	$472,000	$464,500	$441,519	$447,000	$447,000	$0
5177 - MAINTENANCE OF COMPUTER SYSTEM	$10,303	$5,000	$8,960	$3,960	$0	$0	$0
5178 - MOTOR POOL FUEL	$525,062	$545,000	$545,000	$495,435	$550,000	$550,000	$0
5182 - MAINTENANCE OF GROUNDS	$361	$1,000	$1,800	$1,168	$12,000	$12,000	$0
5191 - MAINTENANCE OF STRUCTURES	$1,177	$114,500	$110,533	$24,321	$90,402	$95,402	$0
5199 - MAINT OF STRUCTURES-MATERIALS	$9,260	$35,100	$23,712	$6,429	$27,700	$27,700	$0
5211 - MEMBERSHIPS	$940	$4,656	$1,630	$1,629	$1,629	$1,629	$0
5232 - OFFICE & OTHER EQUIP < $5,000	$186,357	$116,599	$229,052	$173,745	$277,227	$277,227	$0
5260 - HEALTH - EMPLOYEE PHYSICALS	$9,783	$8,400	$10,500	$9,018	$11,400	$11,400	$0
5263 - ADVERTISING	$19,214	$17,334	$24,631	$14,708	$34,194	$34,194	$0
5265 - PROFESSIONAL & SPECIAL SERVICE	$2,165,241	$3,449,676	$3,192,322	$2,318,508	$4,840,862	$4,880,862	$0
5281 - RENTS & LEASES-EQUIPMENT	$5,501	$6,600	$47,194	$45,751	$17,620	$17,620	$0
5291 - OFFICE, SPACE & SITE RENTAL	$193,820	$236,516	$238,489	$222,260	$238,072	$238,072	$0
5301 - SMALL TOOLS & INSTRUMENTS	$11,453	$14,510	$14,860	$12,040	$14,760	$14,760	$0
5309 - ROAD MATERIALS	$965,378	$1,820,565	$1,162,266	$693,871	$225,000	$225,000	$0
5310 - ROAD SIGNS & PAINT	$29,109	$30,000	$30,000	$27,365	$25,000	$25,000	$0
5311 - GENERAL OPERATING EXPENSE	$567,531	$672,138	$795,893	$613,370	$825,339	$820,339	$0
5322 - NON OPERATING	$75,625	$186,379	$186,379	$186,379	$108,266	$108,266	$0
5331 - TRAVEL EXPENSE	$36,651	$96,067	$94,866	$47,746	$114,827	$114,827	$0
5351 - UTILITIES	$177,846	$192,176	$192,267	$144,494	$180,247	$180,247	$0
5361 - FUEL, OIL & WATER FOR RESALE	$854,093	$901,550	$901,550	$940,267	$992,717	$992,717	$0
5499 - PRIOR YEAR REFUNDS	$65,718	$0	$15,477	$15,477	$0	$0	$0
SERVICES & SUPPLIES	$7,842,476	$10,625,030	$10,069,003	$7,959,183	$10,865,287	$10,905,287	$0
5121 - INTERNAL CHARGES	$1,879,817	$1,739,181	$1,112,905	$1,021,079	$192,077	$174,441	$0
5123 - TECH REFRESH EXPENSE	$0	$15,325	$16,401	$9,506	$16,192	$16,192	$0

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	YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
5124 - EXTERNAL CHARGES	$112,528	$220,485	$498,504	$423,273	$310,322	$382,758	$0
5125 - FINANCIAL SYSTEM CHARGES	$43,865	$1,080	$1,080	$0	$1,080	$1,080	$0
5128 - INTERNAL SHREDDING CHARGES	$1,741	$1,675	$1,675	$1,429	$2,134	$2,134	$0
5129 - INTERNAL COPY CHARGES (NON-IS)	$22,395	$24,091	$28,156	$19,520	$22,577	$22,577	$0
5152 - WORKERS COMPENSATION	$122,219	$137,735	$137,735	$137,735	$162,904	$162,904	$0
5155 - PUBLIC LIABILITY INSURANCE	$104,243	$62,027	$62,027	$60,766	$95,188	$95,188	$0
5315 - COUNTY COST PLAN	$632,252	$798,558	$798,558	$798,634	$829,448	$829,448	$0
5333 - MOTOR POOL	$146,504	$138,935	$159,377	$155,548	$159,995	$159,995	$0
INTERNAL CHARGES	$3,065,567	$3,139,092	$2,816,418	$2,627,492	$1,791,917	$1,846,717	$0
5501 - SUPPORT & CARE OF PERSONS	$27	$0	$0	$10	$0	$0	$0
5539 - OTHER AGENCY CONTRIBUTIONS	$257,686	$263,890	$201,263	$191,916	$187,719	$187,719	$0
OTHER CHARGES	$257,713	$263,890	$201,263	$191,927	$187,719	$187,719	$0
5561 - PRINCIPAL ON NOTES PAYABLE	$25,000	$21,200	$21,200	$21,200	$22,100	$22,100	$0
DEBT SERVICE PRINCIPAL	$25,000	$21,200	$21,200	$21,200	$22,100	$22,100	$0
5553 - INTEREST ON NOTES	$0	$3,800	$3,800	$3,799	$3,000	$3,000	$0
DEBT SERVICE INTEREST	$0	$3,800	$3,800	$3,799	$3,000	$3,000	$0
5620 - INFRASTRUCTURE	$0	$12,000	$12,000	$0	$12,000	$12,000	$0
5640 - STRUCTURES & IMPROVEMENTS	$102,380	$320,526	$402,786	$114,925	$248,195	$248,195	$0
5650 - EQUIPMENT	$155,210	$1,116,686	$1,056,663	$463,068	$859,997	$859,997	$0
5655 - VEHICLES	$49,092	$295,000	$328,300	$316,565	$450,800	$450,800	$0
5700 - CONSTRUCTION IN PROGRESS	$54,686	$0	$2,413,330	$334,853	$203,519	$578,519	$0
5707 - NINE MILE ROAD 10/11	$43,905	$320,572	$279,073	$279,072	$0	$0	$0
5710 - ROAD PROJECT #10 RIVERSIDE BRG	$16,843	$0	$0	$0	$0	$0	$0
5711 - ROAD PROJECT #11 SABRINA BRIDG	$399,416	$2,522,995	$2,637,321	$1,575,016	$1,183,325	$1,183,325	$0
5729 - SOUTH BISHOP RESURFACING	$0	$2,950	$2,950	$0	$24,920	$24,920	$0
5733 - INDY TOWN REHAB	$26,619	$73,000	$1,308,000	$618,292	$728,993	$728,993	$0
5734 - OAK CREEK	$4,108	$94,250	$15,000	$7,618	$115,875	$115,875	$0
5735 - CARROLL CREEK	$5,728	$70,000	$15,000	$7,939	$90,850	$90,850	$0
5736 - WALKER CREEK	$5,139	$93,250	$15,000	$7,776	$115,875	$115,875	$0
5737 - SUNLAND BICYCLE LANES	$13,204	$35,150	$15,000	$16,877	$46,620	$46,620	$0
5738 - ED POWERS BICYCLE LANE	$0	$0	$0	$0	$79,975	$79,975	$0
5739 - SEE VEE LANE EXTENSION	$0	$0	$25,000	$2,663	$158,620	$158,620	$0
5740 - W. BISHOP RESURFACING	$0	$0	$33,702	$31,758	$88,600	$88,600	$0

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FIXED ASSETS	$876,335	$4,956,379	$8,559,125	$3,776,426	$4,408,164	$4,783,164	$0
5799 - DEPRECIATION	$692,438	$0	$0	$0	$0	$0	$0
DEPRECIATION	$692,438	$0	$0	$0	$0	$0	$0
5801 - OPERATING TRANSFERS OUT	$764,154	$471,441	$574,741	$706,154	$1,488,539	$1,705,539	$0
5850 - IN KIND CONTRIBUTION	$0	$919	$919	$0	$919	$919	$0
OTHER FINANCING USES	$764,154	$472,360	$575,660	$706,154	$1,489,458	$1,706,458	$0
5901 - CONTINGENCIES	$0	$1,018	$132	$0	$705	$705	$0
5902 - CONTINGENCIES - PY ENCUMBRANCE	$0	$0	$31,348	$0	$0	$0	$0
RESERVES	$0	$1,018	$31,480	$0	$705	$705	$0
TOTAL EXPENSES:	$21,426,475	$27,894,341	$30,678,961	$22,809,832	$27,170,698	$27,637,592	$0
NET	$1,947,256	($643,736)	($1,217,295)	$310,985	($190,562)	$477,415	$0

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INCLUDE							
REVENUES:							
4381 - GEOTHERMAL ROYALTIES	$266,457	$0	$0	$358,806	$0	$0	$0
RENTS & LEASES	$266,457	$0	$0	$358,806	$0	$0	$0
4301 - INTEREST FROM TREASURY	$6,393	$4,164	$4,164	$3,674	$4,164	$4,164	$0
REV USE OF MONEY & PROPERTY	$6,393	$4,164	$4,164	$3,674	$4,164	$4,164	$0
4498 - STATE GRANTS	$62,624	$168,762	$242,462	$95,620	$113,524	$113,524	$0
4499 - STATE OTHER	$36,789	$213,745	$223,745	$169,361	$53,952	$53,952	$0
4552 - FEDERAL OTHER	$428,336	$0	$0	$0	$0	$0	$0
4555 - FEDERAL GRANTS	$167,041	$90,458	$90,458	$90,253	$60,002	$60,002	$0
4561 - AID FROM MONO COUNTY	$7,953	$7,832	$7,832	$7,832	$3,524	$3,524	$0
4563 - CONTRIBUTION FROM DWP	$150,000	$50,000	$50,000	$100,000	$0	$0	$0
4599 - OTHER AGENCIES	$100,940	$0	$0	$0	$0	$0	$0
AID FROM OTHER GOVT AGENCIES	$953,683	$530,797	$614,497	$463,067	$231,002	$231,002	$0
4702 - RECORDING FEES	$2	$0	$0	$0	$0	$0	$0
4703 - RECORDERS MICROGRAPHIC FEES	$17,958	$16,000	$16,000	$19,452	$16,000	$16,000	$0
4704 - RECORDERS SYSTEM UPDATE FEES	$13,668	$14,000	$14,000	$15,817	$14,000	$14,000	$0
4705 - RECORDERS TRUNCATION PROGRAM	$3,557	$3,500	$3,500	$4,572	$3,500	$3,500	$0
4812 - NSF CHARGES	$70	$0	$0	$0	$0	$0	$0
4819 - SERVICES & FEES	$0	$2,500	$2,500	$2,500	$53,355	$53,355	$0
4820 - COUNTY COST PLAN	$0	$0	$0	$4,176	$0	$0	$0
4821 - INTRA COUNTY CHARGES	$1,221	$39,261	$30,308	$31,526	$0	$0	$0
CHARGES FOR CURRENT SERVICES	$36,477	$75,261	$66,308	$78,044	$86,855	$86,855	$0
4998 - OPERATING TRANSFERS IN	$309,750	$0	$0	$0	$0	$0	$0
OTHER FINANCING SOURCES	$309,750	$0	$0	$0	$0	$0	$0
4961 - REIMBURSED EXPENSES	$30,060	$0	$0	$0	$0	$0	$0
4990 - LOAN PROCEEDS	$0	$674,876	$674,876	$0	$0	$0	$0
OTHER REVENUE	$30,060	$674,876	$674,876	$0	$0	$0	$0
TOTAL REVENUES:	$1,602,822	$1,285,098	$1,359,845	$903,591	$322,021	$322,021	$0
EXPENSES:							
5001 - SALARIED EMPLOYEES	$126,222	$75,006	$89,394	$93,184	$53,150	$48,401	$0
5003 - OVERTIME	$985	$1,772	$6,333	$5,129	$147	$134	$0
5012 - PART TIME EMPLOYEES	$70,034	$35,090	$45,090	$31,112	$28,673	$28,673	$0

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5021 - RETIREMENT & SOCIAL SECURITY	$15,323	$8,724	$9,761	$9,471	$6,348	$5,977	$0
5022 - PERS RETIREMENT	$27,522	$16,589	$19,498	$20,638	$12,287	$11,175	$0
5025 - RETIREE HEALTH BENEFITS	$8,929	$11,927	$11,927	$11,927	$9,432	$9,432	$0
5031 - MEDICAL INSURANCE	$28,549	$20,570	$22,745	$24,019	$13,657	$13,657	$0
5032 - DISABILITY INSURANCE	$1,391	$771	$905	$941	$543	$495	$0
5034 - EDUCATION REIMBURSEMENT	$350	$0	$0	$0	$0	$0	$0
5042 - SICK LEAVE BUY OUT	$487	$1,401	$925	$876	$1,015	$924	$0
5043 - OTHER BENEFITS	$3,900	$0	$0	$0	$0	$0	$0
SALARIES & BENEFITS	$283,696	$171,850	$206,578	$197,301	$125,252	$118,868	$0
5112 - PERSONAL & SAFETY EQUIPMENT	$890	$6,830	$1,884	$1,173	$7,634	$7,634	$0
5122 - CELL PHONES	$5,803	$1,100	$3,589	$3,843	$1,400	$1,400	$0
5154 - UNEMPLOYMENT INSURANCE	$12,380	$13,000	$15,000	$20,253	$16,000	$16,000	$0
5171 - MAINTENANCE OF EQUIPMENT	$1,472	$2,060	$2,283	$1,104	$2,100	$2,100	$0
5173 - MAINTENANCE OF EQUIPMENT-MATER	$4,565	$8,000	$8,000	$568	$8,000	$8,000	$0
5177 - MAINTENANCE OF COMPUTER SYSTEM	$0	$0	$7,023	$7,022	$81,000	$81,000	$0
5232 - OFFICE & OTHER EQUIP < $5,000	$166,329	$80,358	$85,135	$79,426	$8,850	$8,850	$0
5260 - HEALTH - EMPLOYEE PHYSICALS	$480	$2,000	$2,000	$0	$2,000	$2,000	$0
5263 - ADVERTISING	$207	$1,000	$1,000	$293	$1,000	$1,000	$0
5265 - PROFESSIONAL & SPECIAL SERVICE	$142,574	$607,121	$654,682	$283,293	$335,979	$311,979	$0
5281 - RENTS & LEASES-EQUIPMENT	$1,249	$0	$0	$0	$0	$0	$0
5291 - OFFICE, SPACE & SITE RENTAL	$28,284	$9,468	$28,917	$22,442	$9,973	$9,973	$0
5301 - SMALL TOOLS & INSTRUMENTS	$0	$500	$500	$0	$500	$500	$0
5311 - GENERAL OPERATING EXPENSE	$39,373	$55,225	$61,050	$23,012	$86,030	$82,030	$0
5313 - LAW ENFORCEMENT SPECIAL	$0	$0	$159	$159	$0	$0	$0
5331 - TRAVEL EXPENSE	$8,173	$57,745	$43,985	$9,309	$55,260	$48,260	$0
5351 - UTILITIES	$8,034	$4,600	$9,987	$6,797	$5,100	$5,100	$0
5499 - PRIOR YEAR REFUNDS	$10,858	$0	$3,821	$3,819	$0	$0	$0
SERVICES & SUPPLIES	$430,676	$849,007	$929,015	$462,520	$620,826	$585,826	$0
5121 - INTERNAL CHARGES	$28,466	$56,034	$26,020	$1,236	$41,025	$31,025	$0
5123 - TECH REFRESH EXPENSE	$0	$2,500	$1,250	$1,167	$258	$258	$0
5124 - EXTERNAL CHARGES	$0	$191,248	$226,917	$152,949	$17,576	$17,576	$0
5125 - FINANCIAL SYSTEM CHARGES	$3,866	$0	$0	$0	$0	$0	$0
5128 - INTERNAL SHREDDING CHARGES	$105	$105	$105	$93	$95	$95	$0
5129 - INTERNAL COPY CHARGES (NON-IS)	$252	$895	$939	$269	$696	$696	$0
5152 - WORKERS COMPENSATION	$1,951	$1,731	$1,731	$1,731	$1,004	$1,004	$0

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5155 - PUBLIC LIABILITY INSURANCE	$982	$658	$658	$657	$623	$623	$0
5315 - COUNTY COST PLAN	$69,171	$42,119	$42,119	$42,118	$20,493	$20,493	$0
5333 - MOTOR POOL	$14,438	$12,830	$17,130	$20,440	$22,330	$22,330	$0
INTERNAL CHARGES	$119,232	$308,120	$316,869	$220,664	$104,100	$94,100	$0
5561 - PRINCIPAL ON NOTES PAYABLE	$0	$128,710	$128,710	$0	$0	$0	$0
DEBT SERVICE PRINCIPAL	$0	$128,710	$128,710	$0	$0	$0	$0
5640 - STRUCTURES & IMPROVEMENTS	$824,998	$0	$0	$0	$0	$0	$0
5650 - EQUIPMENT	$5,507	$6,500	$115,902	$31,922	$2,979	$2,979	$0
5700 - CONSTRUCTION IN PROGRESS	($0)	$816,254	$780,187	$92,014	$144,956	$144,956	$0
FIXED ASSETS	$830,505	$822,754	$896,089	$123,937	$147,935	$147,935	$0
5801 - OPERATING TRANSFERS OUT	$76,858	$439,245	$439,245	$302,400	$0	$560,816	$0
OTHER FINANCING USES	$76,858	$439,245	$439,245	$302,400	$0	$560,816	$0
5902 - CONTINGENCIES - PY ENCUMBRANCE	$0	$0	$3,157	$0	$0	$0	$0
RESERVES	$0	$0	$3,157	$0	$0	$0	$0
TOTAL EXPENSES:	$1,740,969	$2,719,686	$2,919,663	$1,306,824	$998,113	$1,507,545	$0
NET INCLUDE	$1,809,109	($2,078,324)	($2,777,113)	($92,247)	($866,654)	($708,109)	$0

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NOCOPY							
REVENUES							
4301 - INTEREST FROM TREASURY	$8	$0	$0	$50	$0	$0	$0
REV USE OF MONEY & PROPERTY	$8	$0	$0	$50	$0	$0	$0
4420 - SOCIAL SERVICE REALIGNMENT	$3,664	$0	$0	$0	$0	$0	$0
4430 - HEALTH REALIGNMENT	$60,810	$73,162	$73,162	$81,735	$45,644	$45,644	$0
4498 - STATE GRANTS	$1,038,962	$848,787	$850,322	$809,083	$870,395	$870,395	$0
4499 - STATE OTHER	$0	$150,000	$150,000	$0	$150,000	$150,000	$0
4555 - FEDERAL GRANTS	$235,136	$465,375	$467,105	$336,319	$457,764	$457,764	$0
AID FROM OTHER GOVT AGENCIES	$1,338,573	$1,537,324	$1,540,589	$1,227,138	$1,523,803	$1,523,803	$0
4998 - OPERATING TRANSFERS IN	$319,821	$28,320	$28,320	$28,320	$0	$0	$0
OTHER FINANCING SOURCES	$319,821	$28,320	$28,320	$28,320	$0	$0	$0
4901 - PRIOR YEARS REVENUE	$0	$0	$0	$1,898	$0	$0	$0
4959 - MISCELLANEOUS REVENUE	$0	$0	$0	$0	$0	$0	$0
4999 - PRIOR YEARS REIMBURSEMENTS	$0	$0	$0	$216	$0	$0	$0
OTHER REVENUE	$0	$0	$0	$2,114	$0	$0	$0
TOTAL REVENUES:	$1,658,403	$1,565,644	$1,568,909	$1,257,622	$1,523,803	$1,523,803	$0
EXPENSES:							
5001 - SALARIED EMPLOYEES	$537,928	$504,797	$498,749	$472,379	$489,169	$489,169	$0
5002 - CONTRACT EMPLOYEES	$6,885	$0	$0	$0	$0	$0	$0
5003 - OVERTIME	$0	$0	$0	$60	$0	$0	$0
5012 - PART TIME EMPLOYEES	$60,643	$50,000	$57,031	$38,611	$77,301	$77,301	$0
5021 - RETIREMENT & SOCIAL SECURITY	$46,041	$39,427	$44,435	$39,410	$39,741	$39,741	$0
5022 - PERS RETIREMENT	$111,929	$111,767	$113,975	$102,753	$104,247	$104,247	$0
5031 - MEDICAL INSURANCE	$119,638	$119,756	$123,166	$95,385	$97,484	$97,484	$0
5032 - DISABILITY INSURANCE	$5,737	$5,077	$6,854	$4,778	$3,843	$3,843	$0
5042 - SICK LEAVE BUY OUT	$847	$3,139	$5,220	$2,553	$1,635	$1,635	$0
5043 - OTHER BENEFITS	$5,015	$2,160	$9,624	$10,176	$10,384	$10,384	$0
SALARIES & BENEFITS	$894,668	$836,123	$859,054	$766,108	$823,804	$823,804	$0
5122 - CELL PHONES	$509	$3,111	$3,271	$670	$4,125	$4,125	$0
5131 - FOOD & HOUSEHOLD SUPPLIES	$227	$500	$100	$66	$1,000	$1,000	$0
5154 - UNEMPLOYMENT INSURANCE	$0	$0	$0	$0	$2,000	$2,000	$0
5171 - MAINTENANCE OF EQUIPMENT	$1,402	$2,180	$2,467	$2,143	$6,000	$6,000	$0

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2013 TODAY'S DATE: 09/10/2013

FOR FISCAL YEARS: 07/01/2011 - 06/30/2014

	YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
5173 - MAINTENANCE OF EQUIPMENT-MATER	$2,332	$3,299	$2,499	$2,498	$3,000	$3,000	$0
5232 - OFFICE & OTHER EQUIP < $5,000	$18,742	$2,350	$5,966	$6,329	$30,813	$30,813	$0
5260 - HEALTH - EMPLOYEE PHYSICALS	$238	$250	$725	$474	$500	$500	$0
5263 - ADVERTISING	$10,233	$7,250	$9,053	$6,810	$10,400	$10,400	$0
5265 - PROFESSIONAL & SPECIAL SERVICE	$80,651	$169,201	$169,396	$23,392	$43,488	$43,488	$0
5281 - RENTS & LEASES-EQUIPMENT	$0	$0	$54	$54	$0	$0	$0
5291 - OFFICE, SPACE & SITE RENTAL	$20,485	$31,277	$27,823	$23,446	$36,497	$36,497	$0
5311 - GENERAL OPERATING EXPENSE	$27,759	$60,276	$58,497	$33,152	$83,899	$83,899	$0
5331 - TRAVEL EXPENSE	$27,876	$55,648	$56,391	$16,492	$56,056	$56,056	$0
5351 - UTILITIES	$7,657	$12,241	$11,816	$6,374	$15,067	$15,067	$0
SERVICES & SUPPLIES	$198,115	$347,583	$348,058	$121,907	$292,845	$292,845	$0
5121 - INTERNAL CHARGES	$57,773	$229,470	$113,836	$82,876	$167,242	$167,242	$0
5123 - TECH REFRESH EXPENSE	$0	$1,250	$48	$0	$0	$0	$0
5124 - EXTERNAL CHARGES	$0	$5,000	$116,842	$4,874	$112,712	$112,712	$0
5125 - FINANCIAL SYSTEM CHARGES	$3,160	$0	$0	$0	$0	$0	$0
5129 - INTERNAL COPY CHARGES (NON-IS)	$2,148	$5,268	$3,468	$1,849	$3,584	$3,584	$0
5152 - WORKERS COMPENSATION	$9,080	$14,521	$14,521	$8,966	$15,712	$15,712	$0
5155 - PUBLIC LIABILITY INSURANCE	$2,240	$2,390	$2,390	$2,389	$18,503	$18,503	$0
5315 - COUNTY COST PLAN	$132,190	$155,454	$155,367	$155,367	$33,127	$33,127	$0
5333 - MOTOR POOL	$13,949	$23,380	$18,252	$11,087	$22,352	$22,352	$0
INTERNAL CHARGES	$220,542	$436,733	$424,724	$267,411	$373,232	$373,232	$0
5501 - SUPPORT & CARE OF PERSONS	$13,670	$28,475	$27,343	$9,303	$29,944	$29,944	$0
5508 - SUPPORT & CARE - 1099	$91	$0	$1,500	$1,577	$1,130	$1,130	$0
OTHER CHARGES	$13,761	$28,475	$28,843	$10,880	$31,074	$31,074	$0
5630 - LAND IMPROVEMENTS	$0	$0	$196,698	$0	$0	$0	$0
5650 - EQUIPMENT	$35,847	$8,113	$8,113	$0	$8,113	$8,113	$0
5655 - VEHICLES	$0	$18,000	$17,000	$16,940	$54,000	$54,000	$0
5700 - CONSTRUCTION IN PROGRESS	$0	$0	$68,838	$0	$0	$0	$0
FIXED ASSETS	$35,847	$26,113	$290,649	$16,940	$62,113	$62,113	$0
5801 - OPERATING TRANSFERS OUT	$30,179	$0	$0	$0	$25,000	$25,000	$0
OTHER FINANCING USES	$30,179	$0	$0	$0	$25,000	$25,000	$0
5902 - CONTINGENCIES - PY ENCUMBRANCE	$0	$0	$3,338	$0	$0	$0	$0
RESERVES	$0	$0	$3,338	$0	$0	$0	$0

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2013 TODAY'S DATE: 09/10/2013

FOR FISCAL YEARS: 07/01/2011 - 06/30/2014

	YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
TOTAL EXPENSES:	$1,393,113	$1,675,027	$1,954,666	$1,183,248	$1,608,068	$1,608,068	$0
NET NOCOPY	$2,074,399	($2,187,707)	($3,162,870)	($17,872)	($950,919)	($792,374)	$0

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2013 TODAY'S DATE: 09/10/2013

FOR FISCAL YEARS: 07/01/2011 - 06/30/2014

	YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
NOSCHED2							
REVENUES:							
4001 - CURRENT SECURED TAXES	$48,765	$46,500	$46,500	$50,332	$46,500	$46,500	$0
4004 - CURRENT UNSECURED TAXES	$7,588	$7,600	$7,600	$8,081	$7,600	$7,600	$0
4008 - SB813 DISTRIBUTIONS	$2,702	$2,350	$2,350	$14	$300	$300	$0
4021 - PRIOR YEAR SECURED TAXES	$318	$300	$300	$470	$300	$300	$0
4023 - PRIOR YEAR UNSECURED TAXES	$1,047	$750	$750	$181	$750	$750	$0
TAXES - PROPERTY	$60,422	$57,500	$57,500	$59,079	$55,450	$55,450	$0
4301 - INTEREST FROM TREASURY	$3,634	$2,600	$2,600	$2,768	$2,050	$2,050	$0
4303 - INTEREST ON TAX FUNDS	$5	$0	$0	$0	$0	$0	$0
4310 - EQUIPMENT RENTAL	$125	$250	$250	$284	$80	$80	$0
REV USE OF MONEY & PROPERTY	$3,766	$2,850	$2,850	$3,052	$2,130	$2,130	$0
4472 - HOMEOWNERS PROPERTY TAX RELIEF	$415	$150	$150	$206	$150	$150	$0
4498 - STATE GRANTS	$0	$0	$373,603	$0	$373,603	$373,603	$0
4562 - COUNTY CONTRIBUTION	$0	$0	$0	$0	$5,000	$5,000	$0
AID FROM OTHER GOVT AGENCIES	$415	$150	$373,753	$206	$378,753	$378,753	$0
4753 - SEWER SERVICE/CONNECTION FEES	$50,131	$53,000	$50,950	$55,688	$53,000	$53,000	$0
4824 - INTER GOVERNMENT CHARGES	$0	$0	$20,392	$0	$0	$0	$0
CHARGES FOR CURRENT SERVICES	$50,131	$53,000	$71,342	$55,688	$53,000	$53,000	$0
4998 - OPERATING TRANSFERS IN	$20,000	$20,000	$151,504	$20,000	$166,896	$166,896	$0
OTHER FINANCING SOURCES	$20,000	$20,000	$151,504	$20,000	$166,896	$166,896	$0
4961 - REIMBURSED EXPENSES	$10,777	$0	$0	$0	$0	$0	$0
4999 - PRIOR YEARS REIMBURSEMENTS	$0	$0	$0	$61	$0	$0	$0
OTHER REVENUE	$10,777	$0	$0	$61	$0	$0	$0
TOTAL REVENUES:	$145,512	$133,500	$656,949	$138,089	$656,229	$656,229	$0
EXPENSES:							
5001 - SALARIED EMPLOYEES	$0	$2,706	$2,706	$3,214	$4,950	$4,950	$0
5021 - RETIREMENT & SOCIAL SECURITY	$0	$210	$210	$236	$385	$385	$0
5022 - PERS RETIREMENT	$0	$600	$600	$716	$1,151	$1,151	$0
5031 - MEDICAL INSURANCE	$0	$635	$635	$554	$984	$984	$0
5032 - DISABILITY INSURANCE	$0	$29	$29	$32	$49	$49	$0
5042 - SICK LEAVE BUY OUT	$0	$0	$0	$0	$95	$95	$0
SALARIES & BENEFITS	$0	$4,180	$4,180	$4,754	$7,614	$7,614	$0

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2013 TODAY'S DATE: 09/10/2013

FOR FISCAL YEARS: 07/01/2011 - 06/30/2014

	YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
5173 - MAINTENANCE OF EQUIPMENT-MATER	$0	$12,000	$12,000	$7	$12,000	$12,000	$0
5191 - MAINTENANCE OF STRUCTURES	$0	$3,500	$3,500	$0	$3,500	$3,500	$0
5199 - MAINT OF STRUCTURES-MATERIALS	$136	$400	$400	$0	$400	$400	$0
5232 - OFFICE & OTHER EQUIP < $5,000	$0	$7,000	$4,950	$0	$7,000	$7,000	$0
5263 - ADVERTISING	$130	$750	$500	$0	$1,400	$1,400	$0
5265 - PROFESSIONAL & SPECIAL SERVICE	$36,304	$46,000	$208,982	$15,068	$104,700	$104,700	$0
5311 - GENERAL OPERATING EXPENSE	$309	$1,600	$18,011	$1,584	$1,600	$1,600	$0
5351 - UTILITIES	$23,595	$26,000	$26,000	$18,607	$26,000	$26,000	$0
SERVICES & SUPPLIES	$60,476	$97,250	$274,343	$35,267	$156,600	$156,600	$0
5124 - EXTERNAL CHARGES	$59	$15,000	$131,701	$67,979	$80,858	$80,858	$0
5152 - WORKERS COMPENSATION	$12	$0	$0	$0	$36	$36	$0
5155 - PUBLIC LIABILITY INSURANCE	$6	$0	$0	$0	$24	$24	$0
5315 - COUNTY COST PLAN	$2,924	$16,992	$16,992	$16,992	$1,724	$1,724	$0
INTERNAL CHARGES	$3,001	$31,992	$148,693	$84,971	$82,642	$82,642	$0
5650 - EQUIPMENT	$0	$0	$0	$0	$0	$10,000	$0
5700 - CONSTRUCTION IN PROGRESS	$0	$0	$229,656	$0	$229,656	$229,656	$0
FIXED ASSETS	$0	$0	$229,656	$0	$229,656	$239,656	$0
5801 - OPERATING TRANSFERS OUT	$20,000	$20,000	$151,504	$20,000	$151,504	$151,504	$0
OTHER FINANCING USES	$20,000	$20,000	$151,504	$20,000	$151,504	$151,504	$0
5902 - CONTINGENCIES - PY ENCUMBRANCE	$0	$0	$4,388	$0	$0	$0	$0
RESERVES	$0	$0	$4,388	$0	$0	$0	$0
TOTAL EXPENSES:	$83,478	$153,422	$812,764	$144,993	$628,016	$638,016	$0
NET NOSCHED2	$2,136,433	($2,207,629)	($3,318,685)	($24,777)	($922,706)	($774,161)	$0

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2013 TODAY'S DATE: 09/10/2013

FOR FISCAL YEARS: 07/01/2011 - 06/30/2014

	YTD ACTUALS 06/30/2012	BOARD APPROVED 06/30/2013	WORKING BUDGET 06/30/2013	YTD ACTUALS 06/30/2013	DEPT REQUESTED 06/30/2014	CAO RECOMM 06/30/2014	BOARD APPROVED 06/30/2014
COUNTY TOTALS FOR REVENUES:	$26,780,471	$30,234,847	$33,047,369	$25,420,122	$29,482,189	$30,617,060	$0
EXPENSES:	($24,644,037)	($32,442,476)	($36,366,054)	($25,444,899)	($30,404,895)	($31,391,221)	$0
REPORT NET	$2,136,433	($2,207,629)	($3,318,685)	($24,777)	($922,706)	($774,161)	$0

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: Supervisor Mark Tillemans

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Transfer of County owned land to Big Pine Volunteer Fire Department

DEPARTMENTAL RECOMMENDATION: - Request Board discussion and direction to staff concerning the disposition of the County owned land adjacent to the Big Pine Fire Station.

SUMMARY DISCUSSION: - Representatives of the Big Pine Volunteer Fire Department, as well as residents of the Community have approached me regarding the County selling the County owned land adjacent to the Big Pine Fire Station to the Big Pine Volunteer Fire District. It is my understanding that the property is currently under a 40 year lease to the Fire Department at the rate of $1 per year, which began November 1, 2007. I would like to have a Board discussion regarding the disposition of this property, and as may be appropriate provide direction to staff on how to proceed with regard to the County's divestiture of this property.

ALTERNATIVES: - N/A

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - There is no financial implication associated with this discussion

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, 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.)* 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: Mark Tillemans Date: 9-11-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

13

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 7th day of AUGUST, *2007* an order was duly made and entered as follows:

CAO/Surplus Land Policy

The County Administrator noted that County Counsel had entitled the policy the Real Property Management Policy and the Agenda referenced the working title of Surplus Land Policy, and asked that if adopted the policy be titled the "Real Property Management Policy." The County Administrator briefly described the procedure and noted that if adopted the Policy would require an inventory of County owned property, which he intends to conduct as soon as possible. Moved by Supervisor Brown and seconded by Supervisor Cash to approve the "Real Property Management Policy." Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th

Days of ***AUGUST*** ***2007***

RONALD JULIFF
Clerk of the Board of Supervisors

By Patricia Gunsolley

Patricia Gunsolley, Assistant

Routing

CC X
Purchasing
Personnel
Auditor
CAO X
Other Dept. Heads

DATE: August 22, 2007

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: Ron Juliff, County Administrator

FOR THE BOARD MEETING OF: August 14, 1007

SUBJECT: Approval of the

DEPARTMENTAL RECOMMENDATION: - Request approval of the Surplus Land Policy.

SUMMARY DISCUSSION: Your Board tasked the Financial Advisory Committee (FAC) with the development of a policy whereby the County would manage its land holdings. This policy provides the mechanism whereby the County owned lands are reviewed to determine whether there is any public benefit/policy reason to continue to hold land and/or dispose of property. In earlier discussions your Board expressed a desire to have the Surplus Land Policy identify County owned property and where it is located, provide a process to assess the cost of developing the property, identify the short and long-term uses of the property, and ascertain the potential marketability of the property. This policy calls for such an inventory to be conducted every three years by the CAO. However, it does not preclude the County from identifying a sale/lease or exchange candidate as the need arises outside of the tri-annual inventory. The policy establishes the process whereby land would be retained or disposed of once the appropriate appraisals and assessments have been concluded. This policy provides a consistent method of evaluating County owned lands and provides the process of determining the benefit to the County of holding, trading and/or selling County owned lands. .

ALTERNATIVES: - Your Board could change the policy. Staff awaits your Board's direction.

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: There is no fiscal impact associated with adopting this policy. The fiscal benefit is associated with the identification and assessment of County owned lands.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) R. J. Juliff Date: 08-14-07
(The Original plus 20 copies of this document are required)

INYO COUNTY
REAL PROPERTY MANAGEMENT POLICY

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INYO COUNTY
REAL PROPERTY MANAGEMENT POLICY

I. GENERAL PROVISIONS

A. Purpose

The intent and purpose of this Policy ("Policy") is to establish uniform principles to guide actions by the Inyo County Board of Supervisors ("Board") related to the management, disposition and sale of County-owned Real Property, and the acquisition thereof. The Policy sets forth the process to be used in determining whether County-owned Real Property is surplus to County needs and whether such property should be sold, exchanged, leased, or developed through a Request For Proposal (RFP) process. The Policy also establishes the procedures to be used in the process of selling, exchanging, developing through RFP, or leasing of County-owned Real Property.

B. Prohibition of Interest in the Disposition of Surplus Property

Inyo County employees, representatives, consultants, and agents shall comply with all applicable County and State conflict of interest laws and policies in the disposition of surplus property.

II. POLICY STATEMENT

Over many years the County of Inyo (County) has obtained various parcels of land that may not be required or suitable for the public's benefit. If the County subsequently determines that a property/properties are no longer required for a public purpose, it may sell, exchange, develop using the RFP-process provided for by law, or lease such real property or interest therein in the manner and upon the terms, standards, and conditions established herein and approved by the Inyo County Board of Supervisors. All sales of property will be made in exchange for payment in cash; exchange for other lands that may be used for a public purpose; or, other value as determined by the Board. The Board will obtain appraised fair market value for any surplus real property offered for sale, except that less than fair market value may be accepted if it is determined to be in the County's best interest by the Board to sell the property for a negotiated amount that is subsequently approved by the Board by 4/5's vote.

III. COMPLIANCE WITH LAW

A. The disposal of surplus property, and the acquisition of real property shall be in accordance with all laws that are in existence at the time of disposal or acquisition.

B. Properties that have been determined to be surplus to the County by the Board may be disposed of according to state law, which is summarized in Attachment A.

C. Sale to Public Entity

First consideration for properties determined to be surplus to the County shall be sold or traded to another public entity for public purposes in accordance with Government Code §§ 54220 et seq. Prior to disposing of any potential surplus real property, a written offer will be made to sell or lease the property to public agencies for the purpose of developing low and moderate income housing, parks and recreational facilities, schools, or other public purposes. The offer to sell or lease the property to a public entity will be exclusive for a period of sixty (60) days. In the event more than one public entity responds, first priority shall be given to the public entity which agrees to use the site for low to moderate income housing, except that first priority shall be given to a public entity which agrees to use the site for park or recreational purposes if the surplus property is already being used and will continue to be used for park or recreational purposes, or if the surplus property is designated for park and recreational use in the local general plan and will be developed for that purpose. The next priority will be given to the public entity that makes the first offer to purchase the property for fair market value as established by the Board.

D. Sale by Competitive Sealed Bid

If no public entity accepts the County's offer to sell or lease the surplus property within sixty (60) days, then the County may, at its sole discretion, dispose of the property to the general public by sealed bid in the manner prescribed in Government Code §§ 25520, 25521, 25528, 25530, 25531, 25533 and 25534 et seq. These sections provide for sealed bids, require the County to provide additional notice of the sale to the public through posting and advertising, allow the Board to reject any proposal and withdraw the property from sale, and allow for oral bids to be received at the public meeting provided that any oral bid be five percent higher than the highest written bid.

E. Sale by Public Auction

The County may also dispose of property to the general public by public auction and in the manner prescribed in Government Code § 25363 et seq. This method authorizes the sale of property and requires that the sale be made at the courthouse door or such other place as the Board directs by four-fifths vote, with notice of the sale given five days prior, and published in a newspaper in the County or posted in three public places, and provided that notification has been made to those public agencies identified in Government Code § 54220 et seq.

Each person submitting a proposal to purchase a property by sealed bid or public auction must submit a deposit of ten percent (10%) of the offered price at the time his or her proposal is submitted.

F. Sale or Lease by Request for Proposals

The Board may elect to sell surplus property via the Request for Proposals (RFP) method as prescribed in Article 7.5, commencing within § 25515 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code.

The Board would direct the County staff to prepare an RFP for sale and development of surplus property in a manner consistent with the County Zoning Ordinance and the County's General Plan.

Upon expiration of the time during which public entities may offer to purchase the property, and assuming no sale of the property to any such entity is made, County staff will return to the Board with the proposed RFP for its consideration. If approved, the Board will, by a 4/5ths vote, approve the issuance of the RFP.

The Board will adopt a resolution which, in addition to describing the particulars of the property and the County's vision for its development, will set a place, time and date for a hearing, to be held at least 60 days later, at which the Board will consider all timely responses to the RFP. That resolution, containing the directions on how interested persons could respond to the RFP, must be published in the newspaper once a week for three successive weeks.

After the mandatory 60-day period for receiving responses to the RFP expires, County staff will review all timely responses to the RFP and prepare a recommendation for consideration by the County Financial Advisory Committee ("Committee") and/or the Board.

At the place, date and at the time set forth in the above-described resolution for the Board's consideration of them, the Board will review the responses to the RFP and staff's recommendations. The Board will then select a successful respondent and direct staff and the successful respondent to meet and negotiate a final arrangement for the sale of the property and its subsequent development by that respondent.

Additionally, the Board will direct the preparation of a California Environmental Quality Act (CEQA) analysis of any necessary general plan amendment and zone change that, if approved, would allow the uses on the property contemplated in the RFP. The Inyo County Planning Department will, as directed by the Board, commence the CEQA review process for the above-described general plan amendment and zone change.

Following the CEQA process and review period, the Inyo County Planning Commission ("Commission") will consider the CEQA document concerning the

proposed general plan amendment and zone change, and will consider recommending approval of those amendments and consider recommending certification of the CEQA document. The Commission will also consider making the finding required by Government Code §§ 25515.1(a) and 65402 that the proposed development of the property is consistent with the County's general plan.

Once a final arrangement is worked out with the successful respondent, it must be memorialized in the form of an ordinance. The ordinance will be scheduled for consideration by the Board at the first reading noticed in accordance with Government Code § 6066, which requires the advertisement to run once a week for two weeks.

If the Board approves the proposed arrangement for the sale and development of property, it will adopt the ordinance at a subsequent public hearing. The ordinance and the agreement will not go into effect for 30 days, during which time it could be challenged via a citizen referendum. During this 30-day period, County staff will prepare all documents, and make the arrangements necessary to consummate the sale and ensure that the property will be used in accordance with the RFP and the approving ordinance; this will include retaining a title company to prepare a title report, opening escrow, and preparing the deed that will be used to transfer title to the property.

Once the 30 day referendum period expires, the sale of the property will be consummated (i.e./e.g. the purchase price will be paid to the County or deposited into the escrow, the deed will be signed and recorded, any agreements respecting the use/development of the property will be signed, etc.).

Thereafter, the Planning Director will monitor the development and use of the property to ensure that the terms of the sale and development agreement are adhered to. This would carry on indefinitely, or if the restrictions on the use of the property are of limited duration, until that time expires.

If the surplus property is not subsequently sold as a result of the sealed bid, public auction or RFP process, the property may be sold to the party who makes the highest reasonable offer to purchase the property that is acceptable to the Board.

IV. EXCHANGE, DISPOSAL, OR LEASE OF SURPLUS REAL PROPERTY

County property for which there is not an immediate or foreseeable public purpose should be made available for private ownership. For the purposes of this Policy, public purpose will be determined by the Board in accordance with the law.

A. Identification of Potential Surplus Property

1. To facilitate the identification of County property for which there is not an immediate or foreseeable public purpose, no less frequently than once every three years the County shall review its inventory of real property and identify holdings that could be designated as surplus property.

2. The review identified in Section IV.A.1. shall be initiated by the County Administrative Officer (CAO) in consultation with, and assistance from other County departments. The CAO shall prepare an inventory of all real property owned by the County, consistent with the requirement of Section IV.A.3., and present the inventory to the Committee for review and recommendation to the Board.

3. The inventory of County-owned property shall include the Assessor's Parcel Number, legal description and a map showing the location of the property and a description of its current use. If available, the most recent appraised fair market value of the property, as well any indication of the County's water and/or mineral rights, should be identified in the inventory. The inventory should identify those properties for which there is a current or foreseeable public purpose, and those properties recommended for consideration as surplus. In addition, the CAO may, in preparing the inventory, make recommendations relative to the manner in which the property should be disposed.

4. The Committee shall review the inventory and make recommendations to the Board regarding County-owned property that could be designated as surplus, whether mineral and water rights should be retained, and the manner in which the surplus property should be disposed. In the event the Committee does not reach a unanimous recommendation, both the majority and minority Committee recommendations may be forwarded to the Board. Any recommendation forwarded to the Board shall include with the list a checklist, developed by the Committee, which includes the reasons for the Committee's recommendation for exchange, sale or lease of County owned property. The checklist, at a minimum, will include access considerations, infrastructure availability, community need, financial return to the County, potential highest and best use, and land use designations.

5. The Board shall consider the inventory of County-owned property, and the Committee's recommendations for the designation of surplus property and the manner of disposal at a public meeting duly noticed by advertisement in a local newspaper once a week for two weeks.

6. The Board, Committee, or County staff may initiate the consideration of the designation of a specific County-owned property as surplus property independent of the inventory process described herein provided that all other provisions of this Policy are implemented.

B. Manner of Disposal of Surplus Property

In determining the manner in which surplus property might be disposed, the Committee and the Board shall consider the following:

1. The manner of disposal that will maximize the financial return to the County. In evaluating financial return to the County, the financial return generated from the outright sale of the property shall be weighed against the cost of acquiring land and/or facilities, using the methods described in Section IV. B. 2. and 3. below, to meet a public purpose.

2. The possibility of exchanging the County-owned property for real property owned by other public agencies and private parties for a public purpose.

3. Opportunities to use the Request For Proposal process, described in Section III. F., to meet a public purpose through the sale or lease of property to private interests.

4. County-owned real property for which there is a possible future public purpose should be leased in a manner that provides the highest and best use of the land and maximizes the financial return to the County. Any lease will include at a minimum a standard escalation clause pertaining to the lease payment and terms for renegotiations.

C. Use of Proceeds

Proceeds realized from the sale of County-owned property disposed in accordance with this Policy shall be used to fund one-time costs associated with the acquisition of real property for a public purpose, the construction or deferred maintenance of County property and facilities (including tenant improvements at leased properties), and other capital improvement projects. Proceeds realized from the sale of County-owned real property disposed in accordance with this Policy shall not be used to fund on-going County operating expense.

D. Property Research Prior to Exchange, Disposal or Lease

Subsequent to the Board's designation of County-owned real property as surplus, and prior to the disposal or lease of any County-owned surplus real property, the County shall do the following:

1. Determine actual title to the property/properties and whether the subject property/properties hold water and mineral rights;

2. Determine actual fair market value of the subject property/properties by independent appraisal;

3. Solicit other affected County Departments for comments to the exchange, sale, or lease of surplus property;

4. Identify the Zoning and determine General Plan conformance of the subject property/properties;

5. Identify whether subject property/properties are within an Alquist Priolo Study area, Flood Hazard Zone, Avalanche Zone, etc.

E. Other Provisions of Sale

In order to maximize the financial return to the County from the sale, exchange, disposal through RFP-process, or lease of County-owned surplus land in a manner consistent with law:

1. Parcels will be exchanged, sold or leased on an "As Is Where Is" basis.

2. The minimum price established for a parcel shall include the appraised value plus all County costs to dispose of the property.

3. The Board will reserve the right to reject all offers at its sole discretion for the sale, exchange, purchase, development, or lease of any surplus property.

4. The Board will reserve the right to cancel, for any reason whatsoever, any exchange, sale or lease of any parcel prior to the conveyance of title.

5. The Board will reserve the right to place covenants, conditions, or restrictions on the deed for any parcel as allowed by law.

6. The Board reserves the right at its sole discretion to approve or reject such a transaction based upon its determination of the prospective transferee's ability, including but not limited to the

financial ability, to perform as contemplated under the terms of the transaction.

V. ACQUISITION OF REAL PROPERTY

A. The County may acquire real property, consistent with the provisions of state law to meet an identified or foreseeable public need. This includes the acquisition of tax-defaulted property by Agreement of Sale as legally defined.

B. The County may object to the sale of the tax-defaulted property and apply to purchase the property for the express purpose of facilitating a land exchange to meet a public need including, for the purpose of this section, increasing the amount of privately-owned property near existing communities and town sites. If the County acquires a tax-defaulted property for the purpose of facilitating a land exchange, and the land exchange process has not formally commenced within two-years of the date of the County taking title to the property, the Board shall take immediate steps to dispose of the property in accordance with this Policy unless a finding is made that the property serves an immediate public purpose or the initiation of a land exchange is imminent.

C. The County shall not acquire real property for the sole purpose of land speculation (e.g., acquiring land for the sole purpose of selling it for a profit).

VI DEFINITION OF TERMS

- Appraised Value – The monetary value of the County owned property as determined by the County, which may be based on the fair market value of the property as determined by an MAI appraiser employed by the County to make such determination.
- "Cash" – U.S. currency, Bank Cashier's Check in dollars, or Electronic Funds Transfer in dollars.
- "Fair Market Value" – The price that would be paid by a knowledgeable and informed buyer if the property was sold on the open market.
- "Proceeds of Sale" – The monetary amount received by the County from the disposition of a piece of real property net of the costs incurred by the County to dispose of the property.
- "Public Entity" - As referenced in Section 54222 of the Government Code and as further defined in Section 50079 of the California Health and Safety Code, includes any: county; city; duly constituted governing body of an Indian reservation; redevelopment agency or housing authority, as specifically defined; state agency; public district; other political subdivision of the state, or instrumentality thereof which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income.
- "Real Property" – County owned fee simple parcels of land, mineral and water rights and County owned improvements thereon.

ATTACHMENT A

Summary of State Laws Governing the Exchange, Disposal or Lease of Inyo County Property

The exchange, disposal or lease of those properties that have been determined to be surplus by the Inyo County Board of Supervisors (Board), or not needed for a public purpose or use, may be disposed of by any of the following means:

a. Directly to a public entity at their request without providing notice to other agencies or calling for a competitive bid at a price representing fair market value and upon determination that the public entity's use shall be for low to moderate income housing purposes as described in Government Code § 54220 et seq.

b. Directly to a public entity in accordance with Government Code § 25515.1 (a) et seq., which requires notification to those public agencies described in Government Code § 54220 et seq. offering the property for sale or trade.

   California Government Code § 54220 et seq. requires surplus government land to be first made available for housing for persons and families of low and moderate income or recreational or open space purposes. Surplus government land means land owned by an entity of the state, or any local entity that is determined to be no longer necessary for the entity's use.

c. Directly to the Public in the manner prescribed in Government Code § 25363 et seq., which authorizes the sale of property at public auction. Requiring that the sale be made at the courthouse door or such other place within the County as the Board directs by four-fifths vote, with notice of the sale given five days prior, and published in a newspaper in the County or posted in three public places, and provided that notification has been made to those public agencies identified in Government Code § 54220 et seq.

d. Directly to the Public in the manner prescribed in Government Code §§ 25520, 25521, 25528, 25530, 25531, 25533 and 25534 et seq. These sections provide for sealed bids, require the County to provide additional notice of the sale to the public through posting and advertising, allow the Board to reject any proposal and withdraw the property from sale, and allow for oral bids to be received at the public meeting provided that any oral bid be five percent higher than the highest written bid.

e. Directly to the Public through the preparation of an RFP for its sale and/or development in accordance with Article 7.5, commencing within § 25515 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code.

The sales price of any surplus real property will be based on the appraised fair market value. Less than appraised fair market value may be accepted if it is determined to be in

the County's best interest to sell the property for a negotiated amount that is subsequently approved by the Inyo County Board of Supervisors by 4/5's vote.

iC:RealPropertyManagementPolicy/LandHoldingPolicy.Final 50807

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Health & Human Services-Public Health

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Standard Agreement between the County of Inyo and California Department of Public Health for HIV/AIDS care and support services to individuals living with HIV/AIDS or at risk of HIV infection.

DEPARTMENTAL RECOMMENDATION:

Request Board ratify the Standard Agreement Amendment, Agreement Number 13-20052, between the County of Inyo and Department of Public Health for the provision of HIV/AIDS care and support services to individuals living with HIV/AIDS or at risk of HIV infection for a total grant amount of $56,817 from the period of July 1, 2013 through March 31, 2014, contingent upon Board's approval of the 13/14 budget and authorize the Chairperson to sign the Standard Agreement Amendment, Certification regarding Lobbying, Contractor Certification and the Darfur Contracting Act Certification.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The agreement was received from the State in mid-June and routing documentation was created and submitted into the county process.

This program is designed to assure the availability of comprehensive social and medical services and to assist in the development of a support network for the HIV positive population in Inyo County. Specific responsibilities of Inyo County Health and Human Services staff include functioning as the Fiscal Agent, provider of case management services, outreach to potential clients, and collaboration with other agencies in development of client services. These funds will be available for personnel, operating expenses and direct services.

After the initial nine months, CDPH contracts will follow the federal funding for Ryan White HIV CARE Part B in the contract budget cycle. The contracts will then become April 1 through March 31.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

100% Federal Funding, but is passed through the State. This revenue is budgeted in the CARES Grant (641213) for the nine month portion of the grant. 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: 8/19/2013 Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* ~~Approved:~~ Date 9/3/13 ~~Date~~ Approved 4/05
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 9/5/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 9-5-13

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

REGISTRATION NUMBER	AGREEMENT NUMBER
	13-20052

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

STATE AGENCY'S NAME (Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)

County of Inyo

2. The term of this Agreement is: July 1, 2013 through March 31, 2014

3. The maximum amount of this Agreement is: $ 56,817 Fifty six thousand, eight hundred seventeen dollars

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

Exhibit A – Scope of Work	20 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – HIPAA Business Associate Exhibit	11 pages
Exhibit I – Contractor Equipment Purchased with CDPH Funds	2 Pages
Exhibit J – Inventory/Disposition of CDPH-Funded Equipment	2 Pages

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* County of Inyo		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS Inyo County Health & Human Services 207 A South Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		[X] Exempt per: OOA Budget Act
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

I. Introduction

1. Mission Statement

The goals of the California Department of Public Health, Office of AIDS (CDPH/OA) are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV infection who access appropriate care, treatment, support, and prevention services, and (3) reduce HIV/AIDS-related health disparities. The services required by the HIV Care Program (HCP) and Minority AIDS Initiative (MAI) Scope of Work (SOW) are consistent with, and are designed to support, these goals.

2. Service Overview

CDPH/OA utilizes federal Health Resources Services Administration (HRSA) funds to provide support for HIV/AIDS services in local areas. Federal HRSA funds include Part B and Minority AIDS Initiative funding. HIV care services are funded using a Single Allocation Model to consolidate HRSA program funds into a single Cooperative Agreement in each local health jurisdiction or service area.

Through this agreement, the Contractor agrees to administer (A) **HCP** and, if applicable, (B) **MAI Outreach and Treatment Education Services**.

A. The Contractor agrees to administer HCP and to ensure the provision of the HIV care services as described in this SOW. The Contractor may provide direct client services exclusively or subcontract all or part of the client services. The Contractor ensures that, if all or parts of the client services are subcontracted to other client service providers, all services provided by the subcontracted agency will be in accordance with HCP.

B. If funded, the Contractor agrees to administer the MAI outreach and treatment education services focused on providing access to, and engagement in, medical care for HIV-positive persons of color, including access to AIDS Drug Assistance Program (ADAP), Medi-Cal, or other appropriate program

II. HIV Care Program

1. HCP Services

The HIV medical and support care services must be provided under specific HRSA-defined service categories. For a listing of HRSA service category definitions, and the specific services included in each category, please refer to the HRSA website at www.hab.hrsa.gov. Additional information can be found in the *HCP and Budget Guidelines.*

CDPH/OA will not require local utilization of HRSA's "75 percent (Core services) / 25 percent (Support services)" requirement for prioritization of services.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

HCP is a two-tiered approach to service prioritization and delivery and utilizes the HRSA-defined service categories, both the Core and Support service categories.

HCP prioritizes service provisions as follows:

Tier One: *Outpatient/Ambulatory Medical Care,* as defined by HRSA. Services include, but are not limited to, primary medical care, laboratory testing, medical history taking, health screening, and prescribing and managing medications. Contractors must ensure that Tier One medical services are provided for all population groups in their geographic region via all HIV/AIDS or other funding sources before allocating HCP funds to Tier Two services.

Tier Two: HRSA-defined Core and Support service categories that (1) assist with access to Tier One care, (2) support maintenance in Tier One care, and (3) reduce the risk of treatment failure and/or HIV transmission. HCP funds may be allocated for any Tier Two service only after Contractors have ensured and documented that Tier One services are adequately provided in their geographic region via all HIV/AIDS or other funding sources.

The following HRSA service categories are included in Tier Two of HCP:

- *Mental Health Services*
- *Medical Case Management Svcs (includes Treatment Adherence)*
- *Case Management (Non-Medical)*
- *Oral Health Care*
- *AIDS Pharmaceutical Assistance*
- *Substance Abuse Services - Outpatient and Residential*
- *Health Education/Risk Reduction*
- *Home Health Care*
- *Hospice Services*
- *Outreach Services*
- *Emergency Financial Assistance*
- *Food Bank/Home-Delivered Meals*
- *Housing Services*
- *Legal Services*
- *Treatment Adherence Counseling*
- *Health Insurance Premium and Cost Sharing Assistance*
- *Home- and Community-Based Health Services*
- *Linguistic Services*
- *Medical Transportation Services*
- *Psychosocial Support Services*
- *Medical Nutrition Therapy*
- *Early Intervention Services*
- *Referral for Health Care/Supportive Services*
- *Rehabilitation Services*
- *Respite Care*
- *Child Care Services*

A. The Contractor shall:

1. Provide comprehensive, ongoing medical services to individuals with HIV/AIDS. Services must be based on HRSA Core Services which include the HRSA service category, *Outpatient/Ambulatory Medical Care* or, if these services are not funded by HCP under Tier One, the Contractor must demonstrate and document the availability of primary medical care for HIV-infected persons within each population group in the service area.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

2. Provide Tier Two services as necessary, and as funds permit, to ensure access to care, maintenance in care, and reduce the risk of treatment failure or HIV transmission.

3. Develop and implement a comprehensive system of care and support services that actively engages individuals who know their HIV status but are not accessing services, that reaches out to people who are HIV positive but unaware of their HIV status, and that is coordinated and integrated with other service delivery systems as appropriate.

4. Advisory and/or focus groups will meet at least **annually** to provide input to the Contractor on issues such as needs assessment, service delivery plans, and comprehensive planning. The Contractor shall maintain minutes and/or documentation of the advisory or focus group meetings.

   The advisory and/or focus group, should be made up of representatives from state, federal, and local programs that provide health services and education and prevention services; non-profit and for-profit community-based agencies; staff from other key points of entry into medical care, who either provide services to individuals with HIV/AIDS, or who may have contact with HIV positive individuals who are not in care or not aware of their HIV status; individuals with HIV, and their advocates, etc. The advisory group provides information to the Contractor regarding health services delivery and the needs of individuals with HIV/AIDS living within the community.

5. Ensure the protection of the client's privacy and confidentiality at all times as required by California and federal laws (including, without limitation, Health and Safety Code sections 120980, 121022 and 121025). Contractor and its employees (and the employees of any subcontractor as well) who will have access to confidential public health information shall be required to sign confidentiality agreements each year prior to being given access to the confidential information, as required by Health and Safety Code section 121022(f) (See Exhibit __ attached to this contract). In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their Protected Health Information (PHI) in a designated record set, for as long as the health information is maintained by a CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F. R. s 164.524).

6. Ensure that any subcontracted agencies have the organizational and administrative capabilities to support the program services and activities. The Contractor is responsible for quality assurance and utilization review activities for subcontracted HIV care services.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

7. Ensure that any subcontracted agencies have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.

8. Develop and maintain working relationships, and coordinate an integrated system of service delivery, with entities who provide key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, detoxification centers, adult and juvenile detention facilities, California Department of Corrections and Rehabilitation, Transitional Case Management Program (TCMP) for incarcerated populations, Sexually Transmitted Disease (STD) clinics, HIV counseling and testing sites, mental health programs, homeless shelters, health care points of entry specified by the State, federally qualified health centers, migrant health centers, community health centers, health services for the homeless, family planning grantees, comprehensive hemophilia diagnostic and treatment centers, and non-profit and for profit private entities that provide comprehensive primary care services to populations at risk for HIV. The coordinated, integrated system of care must be informed by HIV epidemiological data and other data sources and should include leveraged resources. The Contractor shall keep documentation of these working relationships.

9. Ensure case management services that link available community support services to appropriate specialized medical services shall be provided for individuals residing in rural areas as appropriate.

10. Ensure HIV care services will be provided in a setting that is accessible to low-income individuals with HIV disease. Facilities must also be accessible for hearing-, vision-, and mobility-impaired persons in accordance with the federal Americans with Disabilities Act (ADA).

11. Provide targeted prevention coordinated with all state and federal programs to low-income individuals with HIV disease and to inform such individuals of the services available under Ryan White Part B.

12. To the maximum extent practical, ensure that HIV-related health care and support services delivered pursuant to a program established with assistance provided under Ryan White Part B will be provided without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.

13. Ensure services provided to women, infants, children, and youth are tracked and reported (see Data Collection, Exhibit E, Section 1, Additional Incorporated Exhibits).

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

14. Ensure that services provided under this contract are in accordance with the program policy guidance issued by Division of Service Systems (DSS), HIV/AIDS Bureau (HAB) (see www.hab.hrsa.gov), CDPH/OA's *HCP and Budget Guidelines.*

15. Ensure the Ryan White HIV/AIDS Program funds do not comprise the majority of any subcontracted agency's total budget. Ryan White HIV/AIDS Program funds are intended to provide additional funding to those areas negatively affected by HIV disease and cannot be used to supplant local HIV-related budgets.

16. Ensure clients are eligible for Ryan White services in accordance with the program policy guidance issued by DSS, HAB (see www.hab.hrsa.gov). Screening and reassessment of client eligibility must be completed and documented every 6 months to determine continued eligibility for Ryan White services.

    Ensure that eligibility policies do not deem a Veteran living with HIV ineligible for Ryan White services due to eligibility for Department of Veterans Affairs (VA) health care benefits. Ensure policies and procedures classifying veterans receiving VA health benefits as uninsured, thus exempting these Veterans from the "Payer of Last Resort" requirement per Veterans Policy 07-07, Policy 04-01, and Parham Letter 08/04 (see www.hab.hrsa.gov).

17. Ensure no more than ten percent (10%) of the allocation is used for non-direct service functions such as:

    a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursal of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;

    b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.

18. In addition, ensure that no more than ten percent (10%) of the allocation is used for all subcontracted agencies' non-direct service (administrative) functions without prior written consent from OA.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

19. Conduct assessment of HIV/AIDS service needs for the geographic service area at least once every three years. Review and update the assessment annually, if needed. Ensure that no more than five percent (5%) of the allocation is utilized to plan, conduct, and evaluate the needs assessment process. Needs assessment activities may not be billed to CDPH/OA more than once during a three year contract period.

20. Ensure that client service providers who provide Medi-Cal reimbursable services are certified as providers for purposes of Medi-Cal billing (see www.medi-cal.ca.gov) and have the ability to bill other third-party payers for covered services.

21. Ensure that funds are payer of last resort by ensuring client service providers bill all other third-party payers, including Medi-Cal, before invoicing HCP.

22. Funded service providers should integrate, and work collaboratively, with other such services and coordinate with other available programs (including Medicaid), to ensure continuity of care and prevention of services of individuals with HIV is enhanced.

23. Ensure documentation of written referral relationships with entities considered key points of access to healthcare systems for the purpose of facilitating early intervention services for individuals diagnosed as being HIV positive.

    a. Work with consortia, service providers, and individuals with HIV/AIDS to identify key points of entry.
    b. Monitor the use of referral and linkage agreements by funded service providers.

24. Ensure funds are not used on prohibited activities (see www.hrsa.hab.gov) and CDPH/OA's HCP and Budget Guidelines.

25. Prohibit employees from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items.

    a. Documentation is required by the Compliance Plan or employee conduct standards that prohibit employees from receiving payments in kind or cash from suppliers and contractors of goods or services.

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26. Ensure funds are not utilized to make payments for any item or service to the extent payment has been made, or can reasonably be expected to be made, with respect to that item or service:

    a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

    b. By an entity that provides health services on a prepaid basis.

27. Ensure funds are not used to:

    a. Make cash payment to intended recipients of services;

    b. Develop, promote, or advertise about HIV services that target the general public.

    c. Generate broad scope awareness activities about HIV services that target the general public.

    d. Pay costs associated with the creation, capitalization, or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a State under Title XIX of the Social Security Act.

    e. Pay for any item or service that can reasonably be expected to be paid under any State Compensation Program, insurance policy, or any Federal or State Health Benefits Program (except for programs related to Indian Health Service);

    f. Pay for any item or service that can be paid by an entity providing health services on a prepaid basis;

    g. For the development of materials, designed to promote or encourage, directly or indirectly, intravenous drug use or sexual activity;

    h. Purchase or improve (other than minor remodeling) any building or other facility; or

    i. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, etc. (see www.hab.hrsa.gov).

28. Ensure all approved subcontracted agency invoices are paid within 45 days of receipt.

29. Ensure no funds are carried over into subsequent contract years.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

30. Ensure compliance with the federal HRSA Ryan White Program, CDPH/OA's *HCP and Budget Guidelines,* CDPH/OA Policy Letters, Management Memoranda, AIDS Regional Information and Evaluation System (ARIES) Policy Notices, and other program guidelines issued by CDPH/OA.

31. Administer Ryan White Part B funds appropriately, maintain records and invoices using standard accounting practices, coordinate federal and state data reporting, and arrange for fiscal audits.

32. Annually evaluate the cost-effectiveness of the mechanisms used to deliver comprehensive care.

33. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor must clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

34. Ensure Management Memoranda responses are accurate, complete and received on or before the required response date.

35. Ensure compliance with the following requirements regarding imposition of charges for services, for those providers who charge for services:

    a. In the case of individuals with an income less than or equal to one hundred percent (100%) of federal poverty guidelines (FPG) (see www.aspe.hhs.gov/poverty), the provider will not impose charges on any such individual for the provision of services under the contract;

    b. In the case of individuals with an income greater than one hundred percent (100%) of the FPG, the provider:

        i. Will impose charges on each such individual for the provision of such services and
        ii. Will impose charges according to a schedule of charges that is made available to the public;

c. In the case of individuals with an income between the FPG in Columns A and B (see table below), the provider will not, for any calendar year, impose charges exceeding the percentage in Column C of the client's annual gross income:

Column A: Client's income is greater than	Column B: Client's income does not exceed	Column C: Charges are not to exceed
100% of FPG	200% of FPG	5% of the client's annual gross income
200% of FPG	300% of FPG	7% of the client's annual gross income
300% of FPG	--	10% of the client's annual gross income

36. Cooperate with any Federal investigation regarding the Ryan White program funds.

37. Participate in any state-mandated meetings, trainings, WebEx conferences, Webinars, teleconferences, and/or other conferences to be determined.

38. Take steps to ensure people with limited English proficiency can meaningfully access health and social services. For detailed information on the specific responsibilities of Contractors regarding linguistic competence, see the Office of Civil Rights (OCR) website at: http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html

39. Ensure compliance contract Anti-Kickback Statute conditions (42 USC 1320a 7b(b). Processes and standards must be in place to avoid fraud, waste, and abuse (mismanagement) of Ryan White funds.

40. Ensure Ryan White Part B funding is only used to supplement and not supplant existing federal, state, or local funding for HIV testing, Health Insurance Premiums and cost sharing.

B. Monitoring Activities

The Contractor shall:

1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in the contractor's monitoring report, develop a corrective plan, submit to the State for approval, and implement the plan.

2. Provide any necessary assistance to the State in carrying out State monitoring activities and inspection rights for both contractors and subcontracted agencies, as provided in this agreement.

3. Make available to authorized State and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.

4. For all deficiencies cited in the State's monitoring report, develop a corrective plan, submit to the State for approval, and implement the plan. Provide the corrective plan to the State within 30 days of receipt of the monitoring report.

C. Partner Services (PS)

The Contractor shall ensure that client service providers:

1. Inform clients of the availability of PS. Client service providers may either offer PS directly through their agency or by referral to their designated local health programs.

2. Maintain documentation when PS is offered and the outcome (i.e., the number of partners to be notified by the client and/or by the health jurisdiction). Client service providers using ARIES should document these encounters on the Basic Medical screen. Client service providers not using ARIES should document these encounters in the client medical records.

D. Reporting Requirements

HCP Contractors are required to submit quarterly financial and narrative reports to OA. Financial Reports are to be submitted with the monthly / quarterly invoices. The HCP Quarterly Narrative Reports are due to OA according to the following schedule:

Reporting Period	Due dates
July 1 – September 30	November 15
October 1 – December 31	February 15
January 1 – March 31	May 15
April 1 – June 30	August 15

1. The quarterly HCP Financial Report tracks expenditures for the Contractor and any subcontracted agency for the quarter reported. The quarterly Financial Reports shall include the administrative costs of the Contractor and each subcontracted agency, amount of funds obligated to each subcontracted agency, total expended quarterly by each

subcontracted agency, percentage expended for the quarter, and total number of unduplicated clients for the quarter reported.

2. The quarterly HCP Narrative Report is an opportunity for the Contractor to describe their HCP programs, services provided, progress and accomplishments, and to identify any technical assistance needs. The quarterly Narrative Reports shall include, for the quarter reported only, descriptions of the programs, services funded with HCP funds, any general accomplishments within the programs, issues or concerns with the programs and services funded in your county, and any technical assistance and/or training needs of the contractor and/or subcontracted agency.

   Contractors may access the HCP Financial and Narrative Report formats at: http://www.cdph.ca.gov/programs/aids/Pages/OAContractFY1112.aspx

E. Data Collection

The Contractor shall ensure that client service providers:

1. Collect the HCP minimum data set. The HCP minimum dataset includes data elements required by (a) HRSA to complete the Ryan White Program Service Report (RSR), selected HAB Quality Management (QM) indicators, and the Women, Infants, Children, and Youth Report, and (b) CDPH/OA for its development of estimates and reports (i.e., estimate of unmet need for HIV medical care, statewide epidemiologic profile, Statewide Coordinated Statement of Need) and to conduct program activities.

2. Directly enter data into ARIES within two weeks from a client's date of service. Client service providers may import data into ARIES from other data collection systems only if they obtain prior written approval from CDPH/OA; said providers may not use CDPH/OA funds to develop or maintain their import systems.

3. Electronically submit the RSR through HAB's RSR Web Application System. The RSR is comprised of two reports: (1) the Provider Report and (2) the Client Report which contains an XML file with their client-level data. Client service providers must submit their completed RSR to the RSR Web Application System by February 15 each year. The RSR reporting period is January 1 through December 31 of the previous year. Client service providers must check the RSR Web Application System until notified that their RSR has been successfully submitted to HRSA. Client service providers may be contacted by CDPH/OA to resolve any data quality problems (e.g., missing data) with their RSRs.

4 Comply with the policies and procedures outlined in ARIES Policy Notices issued by the CDPH/OA (see www.projectaries.org).

F. Client Service Provider/Subcontracted Agency Reporting Requirements

Comply with the State's timeline to submit to the State a list identifying the names and budget overview of all service provision and subcontracted agencies and total funds available to each Client Service Provider. OA's HIV Care Section will provide the required forms to complete the budget overview and all service provision information. These forms are located on the OA website. Please click on the link to access the current forms at http://www.cdph.ca.gov/programs/aids/Pages/OAContractFY1112.aspx

G. Quality Management Program

The Contractor shall:

1. Ensure all client service providers have a QM program in place. The QM program should fit within the framework of the client service providers' other programmatic quality assurance and quality improvement activities. Client service providers may use an existing QM program (e.g., Joint Commission on Accreditation of Healthcare Organizations, Medicaid) or develop their own program. Service providers may add additional program specific or other HAB indicators to their QM plan. The HAB QM Technical Assistance Manual can be accessed at ftp://ftp.hrsa.gov/hab/QM2003.pdf. HAB's performance measures Web page also contains a wealth of information, including more detailed descriptions of its performance measures and frequently asked questions (http://hab.hrsa.gov/deliverhivaidscare/habperformmeasures.html).

2. Incorporate selected indicators from Groups 1 and 2 of HAB's HIV/AIDS Core Clinical Performance Measures for Adults and Adolescents (also known as HAB QM indicators) into QM programs as CDPH/OA implements selected HAB QM indicators as part of its QM and monitoring program. Specific indicators will be identified and released by OA Management Memorandum. Contractors and subcontracted agencies can monitor their progress in meeting HAB QM indicators for Groups 1 and 2 by using the Compliance Reports in ARIES as appropriate.

3. Please refer to management memorandum 11-01 at *http://www.cdph.ca.gov/programs/aids/Pages/tOAHCPMAlsp.aspx* for more information.

H. Data Encryption

The Contractor shall adhere to the HIPAA Business Associate Exhibit (Exhibit H). In addition to the procedures set forth in the Information Privacy and Security

Requirements exhibit, Contractors must ensure that all mobile devices are equipped with encryption software, even if the Contractor or their subcontracted agencies do not store confidential information on the mobile devices.

III. Minority AIDS Initiative (MAI)

1. MAI Services

Minority AIDS Initiative (MAI) services must be targeted to HIV infected persons of color and must be planned and delivered in coordination with local HIV prevention outreach services to avoid duplication of effort. The goal of MAI is to increase access to, and engagement in, HIV/AIDS medical care for HIV-positive persons of color. This is achieved by providing outreach and treatment education services to HIV-infected persons of color who have never been in care, or who have been lost to care. For additional MAI information, please refer to the *MAI Budget Guidance.*

In accordance with HRSA guidance, OA has defined two MAI service categories, (1) outreach and (2) treatment education. Outreach and treatment education are the only allowable service categories for MAI funding. These service categories are designed to meet the needs of persons of color in order to ensure that minority clients can access, engage in, and remain in care; receive help in adhering to treatment; and be provided with education and support that will enable them to become active participants in their own health care and improve their overall quality of life. MAI outreach and treatment education services are defined as follows:

Outreach – Those activities typically performed by an outreach worker that results in: (1) Identifying HIV-infected persons of color who know their status but have never been in care or who have been lost to HIV medical care; (2) Removing barriers that have prevented access to HIV medical care, and (3) Establishing engagement in HIV medical care. Outreach services should be conducted at times and in places where there is a high probability that persons of color with HIV infection will be reached.

MAI outreach services do not include routine HIV counseling and testing or HIV prevention education. These services may be provided on a case-by-case basis for a specific MAI client only when the service is necessary to remove a barrier to care for that client.

Treatment Education - The provision of health education, treatment adherence and risk reduction information to HIV-infected persons of color who know their HIV status but are not accessing medical care or to HIV-infected persons of color who are lost to care. Information includes educating clients living with HIV about how to communicate with medical providers, the importance of treatment adherence, how to manage medication side effects, how to understand their laboratory results, how to improve their health status, how to reduce HIV transmission, and identify medical and psychosocial support services and counseling that are available locally.

Exhibit A
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For designated county local health jurisdictions receiving additional HRSA funding specifically for MAI outreach and treatment education services to communities of color, the following services and standards must be adhered to:

1. The Contractor may provide direct client MAI services exclusively OR may subcontract all or part of the MAI outreach services. The Contractor must ensure if all or part of the MAI client services are subcontracted to other service providers, all services provided by the subcontractor will be in accordance with the MAI funding and reporting requirements.

2. The Contractor may employ MAI outreach staff or support other activities to identify HIV-infected persons of color who are out-of-care or lost-to-care and gradually engage them in appropriate HIV care and treatment services. Target populations are those out-of-care, HIV-infected persons of color who have been unable or unwilling to access services for HIV, despite an awareness of their positive serostatus. As a member of the HIV care program team, the outreach staff person will take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in HIV care services. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:

    a. It is strongly recommended that MAI outreach staff be culturally and linguistically competent "street-level" workers who reflect the communities they serve. Highly recommended is experience in two or three of the following areas: street-based outreach, HIV counseling and testing, health education or HIV case management.

    b. MAI outreach staff are to take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in care and treatment services. This individual links and supports the client in accessing suitable HIV care and treatment services.

    c. In lieu of outreach positions, MAI funds can also support outreach/treatment education activities or interventions for HIV-infected persons of color, as determined at the local level and approved by OA.

    d. Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.

    e. Be able to commit the MAI outreach worker to participate in ongoing staff trainings including but not limited to, attendance at various state-mandated meetings, trainings, Webex/teleconferences or conferences as required.

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A. The Contractor shall:

1. Provide services that identify and engage HIV-infected persons of color who know their HIV status but are not accessing medical care, to reach out to persons of color who are HIV-infected but unaware of their HIV status, and/or to locate and reestablish access for HIV-infected persons of color who have been lost to care.
2. Work with existing community resources and entities that serve as key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, TCMP for those individuals released from state correctional institutions, detoxification centers, adult and juvenile detention facilities, STD clinics, HIV counseling and testing sites, mental health programs, homeless shelters, Federal Qualified Health Centers, etc. to coordinate and integrate HIV care service delivery.
3. Ensure MAI outreach and treatment education services are planned and delivered in coordination with local HIV prevention outreach programs and other HIV services providers to avoid duplication of effort.
4. Ensure services are responsive to the needs of the clients in the service area, are sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and that services are linguistically and culturally appropriate. Services may not be denied due to immigration status, place of residence within California, current or prior health condition, or inability to pay.
5. Ensure MAI planning efforts are coordinated with all other local funding streams for HIV/AIDS to ensure that Ryan White HIV/AIDS program funds are the payer of last resort, maximize education and outreach efforts to link individuals to ADAP and other appropriate program, and reduce any duplication.
6. Ensure client eligibility and service provision under this contract are in accordance with the CDPH/OA's *MAI Policy Guidance.*
7. Ensure MAI clients have access to, and are enrolled in, ADAP, Medi-Cal, or other appropriate program(s) providing HIV medications.
8. Ensure HIV care services will be provided in a setting that is accessible to low-income individuals with HIV disease.
9. Ensure the protection of the client's privacy and confidentiality at all times. In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their PHI in a designated record set, for as long as the health information is maintained by a CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F.R. s 164.524).

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10. Ensure any subcontractors have the organizational and administrative capabilities to support the program services and activities. The Contractor is responsible for quality assurance and utilization review activities for subcontracted MAI services.

11. Ensure any subcontractors have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.

12. Ensure no more than ten percent (10%) of the allocation is used for non-direct service functions such as:

    a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursal of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;

    b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.

13. In addition, ensure that no more than ten percent (10%) of the allocation is used for all subcontractors' non-direct service (administrative) functions.

14. Ensure that funds are not utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

    a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

    b. By an entity that provides health services on a prepaid basis.

15. Funded service providers should integrate, and work collaboratively, with other such services and coordinate with other available programs (including Medicaid), to ensure continuity of care and prevention of services of individuals with HIV is enhanced.

16. Ensure funds are not used on prohibited activities (see www.hab.hrsa.gov) and CDPH/OA's HCP and Budget Guidelines.

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17. Prohibit employees from soliciting or receiving payment in-kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items.

    a. Documentation is required by the Compliance Plan or employee conduct standards that prohibit employees from receiving payments in kind or cash from suppliers and contractors of goods or services.

18. Ensure funds are not used to:

    a. Purchase or improve any building or other facility, with the exception of minor repairs or remodeling approved in writing by the State;

    b. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, etc. (see www.hab.hrsa.gov); or

    c. Make cash payment to intended recipients of services.

    d. Develop, promote, or advertise about HIV services that target the general public.

    e. Generate broad scope awareness activities about HIV services that target the general public.

    f. Pay costs associated with the creation, capitalization, or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a State under Title XIX of the Social Security Act.

    g. Pay for any item or service that can reasonably be expected to be paid under any State Compensation program, insurance policy, or any Federal or State Health Benefits Program (except for programs related to Indian Health Service);

    h. Pay for any item or service that can paid by an entity that provides health services on a prepaid basis;

    i. For the development of materials, designed to promote or encourage, directly or indirectly, intravenous drug use or sexual activity;

19. Ensure all approved subcontractor invoices are paid by the Contractor within 45 days of receipt.

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20. Ensure funds are not carried over into subsequent contract years.

21. Ensure compliance with the federal HRSA Ryan White Program, CDPH/OA's *MAI Budget Guidance,* CDPH/OA Policy Letters, Management Memoranda, AIDS Regional Information and Evaluation System (ARIES) Policy Notices, and other program guidelines issued by CDPH/OA.

22. Cooperate with any Federal investigation regarding the Ryan White program funds.

23. Participate in any state-mandated meetings, trainings, WebEx conferences, teleconferences, and/or other conferences to be determined.

24. Administer MAI funds appropriately, maintain records and invoices using standard accounting practices, coordinate federal and state data reporting, and arrange for fiscal audits.

25. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

26. Take steps to ensure that people with limited English proficiency can meaningfully access health and social services. For detailed information on the specific responsibilities of Contractors regarding linguistic competence, see the OCR website at: http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html.

27. Ensure compliance contract Anti-Kickback Statute conditions (42 USC 1320a 7b(b). Processes and standards must be in place to avoid fraud, waste, and abuse (mismanagement) of Ryan White funds.

28. Ensure Ryan White Part B MAI funding is only used to supplement and not supplant existing federal, state, or local funding for HIV testing, Health Insurance Premiums and cost sharing.

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B. Monitoring Activities

The Contractor shall:

1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in the contractor's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan.

2. Provide any necessary assistance to the State in carrying out State monitoring activities and inspection rights for both contractors and subcontracted agencies, as provided in this agreement.
3. Make available to authorized State and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.

4. For all deficiencies cited in the State's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan. Provide the corrective plan to the State within 30 days of receipt of the monitoring report.

C. Reporting Requirements

Each MAI contractor is required to submit an MAI Quarterly Narrative Status Report. The MAI Quarterly Narrative Status reports are due to OA according to the following schedule:

REPORTING PERIODS	DUE DATES
July 1 – September 30, 2011	November 15
October 1 – December 31, 2011	February 15
January 1 – March 31, 2012	May 15
April 1 – June 30, 2012	August 15

The quarterly MAI Narrative Status Report is an opportunity for the Contractor to provide program accomplishments, successful outreach and/or treatment education strategies, challenges and lessons learned, problems or issues, and requests for training and technical assistance, in addition to reporting numbers of clients served and the types of services provided.

Contractors may access the Narrative Report format at: http://www.cdph.ca.gov/programs/aids. Each MAI contractor, on an annual or as needed basis, must comply with the State's timeline to submit to the State a list identifying the names and budget overview of all service providers and subcontracted agencies and total funds for service provision that are available to each. OA MAI will provide the required forms to complete the budget overview and all service provision information. These forms are located on the OA website.

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D. Data Collection

1. Until MAI reporting is incorporated into the State's ARIES data reporting system, Contractors receiving MAI funds for outreach and treatment education services must track and report activities manually. Both forms, *MAI Demographic Reporting Form* and *MAI Client Contact Reporting Form*, are to be submitted to OA on a monthly basis either via fax or email. These forms may be accessed via OA's website.

2. Ensure compliance with all CDPH/OA Policy Letters, Management Memoranda, ARIES Policy Notices, and other policies and procedures issued by CDPH/OA.

E. Data Encryption

The Contractor shall adhere to the HIPAA Business Associate Exhibit (Exhibit H). In addition to the procedures set forth in the Information Privacy and Security exhibit, Contractors must ensure that all mobile devices are equipped with encryption software, even if the Contractor or their subcontracted agencies do not store confidential information on the mobile devices.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the attached budget.

B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than thirty (30) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
P.O. Box 997426
Sacramento, CA 95899-7426

C. Invoices shall:

1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
2) Identify contract agreement number.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

1) $ 56,817 for the budget period of 07/01/13 through 03/31/14

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

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the **"Contractor's Release (Exhibit F)".**

6. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand ($100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The $100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

7. Expense Allowability / Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

Exhibit B
Budget Detail and Payment Provisions

C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

8. Recovery of Overpayments

A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:

1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;

2) A repayment schedule which is agreeable to both the State and the Contractor.

B. The State reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B - Attachment I
HIV Care Program
Budget (Year 1)
July 1, 2013 through March 31, 2014

	HCP Budget	MAI Budget	Total Budget
A. PERSONNEL	$37,400	$0	$37,400
B. OPERATING EXPENSES	$332	$0	$332
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$18,738	$0	$18,738
E. INDIRECT COSTS (Up to 15% of Personnel)	$347	$0	$347
TOTAL BUDGET	**$56,817**	**$0**	**$56,817**

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement
3. Procurement Rules
4. Equipment Ownership / Inventory / Disposition
5. Subcontract Requirements
6. Income Restrictions
7. Audit and Record Retention
8. Site Inspection
9. Federal Contract Funds
10. Intellectual Property Rights
11. Air or Water Pollution Requirements
12. Prior Approval of Training Seminars, Workshops or Conferences
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14. Documents, Publications, and Written Reports
15. Dispute Resolution Process
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30. Contract Uniformity (Fringe Benefit Allowability)
31. Lobbying Restrictions and Disclosure Certification
32. Additional Restrictions

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or

through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm.

(i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2007, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the

Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all <u>fringe benefits</u> shall be at <u>actual cost</u>.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, <u>cannot</u> be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

32. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI)*:	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- HIV Care Program Budget Detail – Year 1

2. Cancellation / Termination

This agreement may be cancelled by CDPH or Contractor **without cause** upon 30 calendar days advance written notice to the other party.

A. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

B. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

C. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

D. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

E. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Avoidance of Conflicts of Interest by Contractor

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.

Exhibit E
Additional Provisions

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

The Contractor must furnish to CDPH a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

B. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and

2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.

C. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.

D. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 13-20052 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information

(Mileage Reimbursement Increase Effective 1/1/13)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or* subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      (1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	$ 84.00 plus tax
Counties of Los Angeles and San Diego	$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	$140.00 plus tax

      Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public* Health *(CDPH)* or his or her designee. Receipts are required.

      *Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	$ 6.00
Lunch	$ 10.00
Dinner	$ 18.00
Incidental expenses	$ 6.00

   d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.

   f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

   At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
*Contractor may **not** claim lunch or incidentals on one-day trips. When trips are **less than 24 hours** and there's no overnight stay, meals claimed are taxable.*		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
Contractor may ***not*** claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.		

Exhibit H
HIPAA Business Associate Exhibit

I. Recitals

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").

B. The California Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and 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. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.

F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Exhibit H
HIPAA Business Associate Exhibit

II. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Exhibit, Business Associate may:

1) ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.

C. ***Security.*** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:

1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
2) providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-

Exhibit H
HIPAA Business Associate Exhibit

Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI from breaches and security incidents.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

E. ***Business Associate's Agents***. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.

F. ***Availability of Information to CDPH and Individuals***. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. ***Amendment of PHI***. To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.

H. ***Internal Practices***. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.

I. ***Documentation of Disclosures***. To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.

J. ***Notification of Breach***. During the term of this Agreement:

1) ***Discovery of Breach***. To notify CDPH ***immediately by telephone call plus email or fax*** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email or fax*** of the discovery of any suspected security incident, intrusion or unauthorized

Exhibit H
HIPAA Business Associate Exhibit

use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within 72 hours of the discovery***, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

3) ***Written Report.*** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) ***Notification of Individuals.*** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.

5) ***CDPH Contact Information.*** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7671	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

K. ***Employee Training and Discipline***. To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI***. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions***. Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules***. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

Exhibit H
HIPAA Business Associate Exhibit

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does CDPH's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

A. ***Termination for Cause***. Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings***. Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination***. Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

A. ***Disclaimer***. CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business

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Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit 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 HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit H
HIPAA Business Associate Exhibit

Attachment 1
Business Associate Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Business Associate's workforce may access CDPH PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI, or which alters CDPH PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

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F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PHI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

Exhibit H
HIPAA Business Associate Exhibit

D. ***Removal of Data.*** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit I _____

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

_____

Contractor's Complete Address: _____

_____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

_____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL PROGRAM USE ONLY*
			$				
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			$				
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			$				
			$				
			$				
			$				

INSTRUCTIONS FOR CDPH 1203
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM),* Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

   A. **Major Equipment:**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

   These items are issued green numbered state/ CDPH property tags.

   B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit J

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

Contractor's Complete Address: _____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL— PROGRAM USE ONLY*
			$				
			$				
			$				
			$				
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			$				
			$				

INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: *(Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).)* The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.

CCC-307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

For Clerk's Use Only:
AGENDA NUMBER

20

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: **Sheriff Bill Lutze**

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Request to promote one (1) Deputy Sheriff to Corporal, backfill that Deputy Sheriff position, and fill one (1) additional vacant Deputy Sheriff position

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy:

1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator and the Auditor-Controller; and
2) Approve the internal recruitment and filling of (1) Corporal position (Range 070SA-070SD, $4,423-$6,078)
3) Approve the hiring of (2) Deputy Sheriff positions (Range 67SA-SC $4,027-$5,402).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff has a total of three (3) sworn positions that need to be filled on an urgent basis due to the pending start date of a basic peace officers academy in October.
Vacancy #1: A Corporal position was vacated in August due to retirement.
Vacancy #2: A Deputy Sheriff resigned in August
Vacancy #3: A Deputy Sheriff position becomes vacant immediately upon the internal promotion of a deputy to Corporal
We have certified lists for both Corporal and Entry-Level Deputy Sheriff positions. Background investigations have been completed for 2-Entry Level Deputy Sheriff candidates.

ALTERNATIVES:

Deny the internal promotions of (1) corporals and the hiring of (2) Deputy Sheriffs.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

The Corporal position is currently budgeted in the FY 13/14 Sheriff's Jail Safety budget (022910), and the Deputy Sheriff positions are budgeted in Sheriff General budget (022710).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 9/12/2013
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 9/11/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Bill Lutze, by Jais L Odum, admin asst Date: 9-12-13
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

o Consent √ Departmental o Correspondence Action o Public Hearing

o Scheduled Time for o Closed Session o Informational

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Replacement Hiring of Group Counselor I Positions – Juvenile Center

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the positions of Group Counselor I, Full-time and 1 BPAR exists as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position but since no layoffs are pending, the vacancy can be filled through an open recruitment, however a closed departmental recruitment would be more appropriate for these vacancies and, C) approve the hiring of one (1) full time Group Counselor I at Range 62 ($3,426 - $4,166) and one (1) part time B-Par Group Counselor I at Range 062 PT ($3,426 - $4,166 / 20 - 29 hours a week), contingent upon the Board's adoption of a 2013-14 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Two (2) Group Counselor positions recently became available at the Juvenile Center, a full time position and a part time B-Par (20 – 29.99 hours per week) position. The Juvenile Center is a 24 hour/7 days a week facility housing male and female juveniles. Due to Staffing needs, a *male* is needed to fill the full time Group Counselor position.

A Group Counselor works under the direction of and in cooperation with the Supervising Counselor. In summary, the Group Counselor: supervises and directs the conduct of juvenile detainees, receives and releases juveniles and their personal property; conducts intake process on all juvenile detainees, including pictures and fingerprints; visually and physically inspects juveniles in custody, their property, and their quarters for contraband; reports on group and individual attitudes and behavior; conducts group and individual counseling sessions; enforces discipline and maintains security; checks building and nearby grounds; supervises juvenile inmates in performance of routine custodial work; processes juvenile offenders for release from or transfer to detention facilities; maintains extensive inmate records; prepares written reports; and other related duties as assigned.

The Probation Department has hired numerous part time A-Par (working less than 19.99 hours per week) Group Counselors, said part time employees are well qualified, experienced, and trained and are interested in working more hours and applying for either the full time or the part time B-Par position.

In late 2012, your Board approved filling and hiring a part time B-Par Group Counselor position. As a result of this closed recruitment, Personnel has a list of candidates for this position and we will use this list in an attempt to find a qualified candidate. However, should we exhaust the list, we are respectfully requesting a

closed promotional/recruitment within the Department for this position and that of the full time Group Counselor position as there are numerous part time A-Par Group Counselors that are interested in these positions.

ALTERNATIVES:

The Board could direct the Probation Department to continue without filling the vacant positions; however, this would place hardship on the other Juvenile Center Staff members. In addition, the Board could direct the Probation Department to have an open recruitment rather than a closed department promotional/recruitment.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:

These are an authorized and budgeted position in the Probation – Juvenile Institution Budget 023100.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 9/6/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) by K Reade Approved: ✓ Date 9/6/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/6/13

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
22

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Approval of a Federal Aviation Administration (FAA) grant for design of the Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project.

DEPARTMENTAL RECOMMENDATIONS:

1) Approve the grant agreement between Inyo County and the (FAA) for the Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project, in the amount of $479,141.00, contingent upon review and approval of agreement by county counsel, contingent upon appropriate signatures being obtained; contingent upon adoption of the fiscal year 2013-2014 and future budgets, and;

2) Authorize the public works director to sign the grant agreement on behalf of the County.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The FAA has approved the grant application for the Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project.

The main objective of the project is to improve pavement, lighting, and signing conditions at the airport. Runway 16-34 is in very bad condition, with severe transverse and block cracking that extends through the entire pavement section. This is the main instrument landing runway at the airport, which serves Lifeflight services, Search and Rescue, and firefighting services. The year 2012 Pavement Condition Index (PCI) rating for the runway and exits have rapidly decreased from the year 2003 PCI ratings. The existing surface condition is deteriorated, and does not meet FAA standards for cross-slope. Reconstructing the pavement will enhance safety by reducing potential damage to aircraft, will reduce future maintenance costs, and extend the life of the pavement. Runway 16-34 is the only instrument approach runway in Inyo County.

The airfield lighting is not up to current standards. The airport lighting systems include aging direct-burial cable with stake-mounted fixtures. The cable and fixtures require significant maintenance and repair. The existing airport signing is sparse, inadequate, in some cases improperly located and designated. The Visual Approach Indicator systems are obsolete, parts are unavailable, and lighting on Taxiway B is out-of-service. This project will replace all runway and taxiway edge systems with new cable and duct and will replace aging visual approach slope systems with new equipment that meets FAA standards. Updating airport signing and lighting will improve safety at the airport, and will improve maintainability of these systems.

The scope of work for the overlay portion of the project includes conducting field investigations, pavement surveys, pavement boring and coring data collection and laboratory testing. The results of these studies will be used to assess various alternatives for pavement improvements, and to design an optimum pavement section. The recommended alternative will be incorporated into plans, specifications, and estimated costs for construction. The scope of work for the lighting and signing portion of the project consists of the design of three runways (Runway 16-34, Runway 12-30, and Runway 7-25) edge lighting, runway exits, parallel taxiway lighting, and signage.

The funds for the Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project will be provided by the annual FAA entitlement funds for the Bishop Airport; by a California Division of Aeronautics (CDA) Matching Grant; and by the County, as shown below:

FAA Grant (90% of total project cost)	$479,141.00
CDA Matching Grant (5% of FAA Grant)	$ 23,957.00
County (5.5% of total project cost)	$ 29,281.00
Total Project Cost	$532,379.00

Project costs will be funded through the Public Works Department Budget Unit 630303, *Bishop Airport Improvement Projects,* with object codes for expenditures and revenues as shown below:

Funding Source	Expenditure Object Code	Revenue Object Code
FAA Grant	5265	4555
CDA Matching Grant	5265	4498
County	5124	4998

The entitlements that will fund the grant expire at the end of this federal fiscal year. The FAA requires that the grant be accepted and signed by a representative of the county and submitted to the FAA on or before September 18, 2013 so that the FAA can process it before the end of the federal fiscal year on September 30, 2013. Therefore, the Public Works Department requests that the board tentatively approve the grant agreement, contingent upon review by county counsel, and authorize the acting public works director to sign the agreement.

ALTERNATIVES:

The Board could choose not to approve the grant agreement. This alternative is not recommended because funds are available now but will expire at the end of the federal fiscal year. Additionally, reconstructing the pavement will enhance safety by reducing potential damage to aircraft, will reduce future maintenance costs, and extend the life of the pavement. Updating airport signing and lighting will also improve safety at the airport, and will improve maintainability of these systems.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

Up to 90% of the project cost will be reimbursed by the FAA grant, and, if approved, up to 5% will be reimbursed by a CDA grant, if CDA funds are available. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, this grant will require a temporary loan.

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 9/12/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: Yes Date 9/12/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/12/13

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

Eastern Sierra Regional

(herein called the "Airport")

3-06-0024-014-2013

Grant No

008909830

DUNS No

TO: County of Inyo
(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 Application dated August 5, 2013, for a grant of Federal funds for a project at or associated with the Eastern Sierra Regional Airport, 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:

Rehabilitate Runway, Rehabilitate Runway Lighting and Improve Runway Safety Area – Design Only.
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, ninety (90) per centum thereof.

This 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 $479,141. 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 for planning

   $ 479,141 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 September 18, 2013, 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 dispersed 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. **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 https://www.sam.gov/portal/public/SAM/).

2. 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).

3. 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.

4. 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, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. 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 subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **ELECTRONIC GRANT PAYMENT(S):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

A. Grant Recipient Requirements.

(1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.

(2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

B. System User Access.

(1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee

via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

(2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center

FAA Accounts Payable, AMZ-100

PO Box 25710

Oklahoma City, OK 73125

(3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html).

C. Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

(1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

(2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA

PO Box 25082

AMZ-110

Oklahoma City, OK 73125

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. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

   (1) location of all runways, taxiways, and aprons;
   (2) dimensions;
   (3) type of pavement, and;
   (4) year of construction or most recent major rehabilitation.

   For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. Inspection Schedule.

   (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
   (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

   (1) inspection date,
   (2) location,
   (3) distress types, and
   (4) maintenance scheduled or performed.

   For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

14. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $250,000**: The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

   (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
   (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
   (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
   (4) Qualifications of engineering supervision and construction inspection personnel.
   (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
   (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

15. **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.

16. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY 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 or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

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

_____

(Signature)

_____

(Typed Name)

_____

(Title)

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. I declare under penalty of perjury that the foregoing is true and correct. [1]

Executed this ____day of _____, _____.

County of Inyo

(Name of Sponsor)

(SEAL)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Typed Title of Sponsor's Designated Official Representative)

Attest: _____.

_____.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____ , acting as Attorney for the Sponsor do hereby certify:

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

Dated at ___this ___th_day of _____,_____.

By _____

(Signature of Sponsor's Attorney)

[1] 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.

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 01/12/2012 and included in this grant, 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: 4/16/2013

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

NUMBER	TITLE
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Guide for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	TITLE
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
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	Aircraft Rescue and Firefighting Station Building Design
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	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	Standards for Using Remote Sensing Technologies in Airport Surveys
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
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 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	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights

NUMBER	TITLE
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines 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 in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

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
23

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Approval of a Federal Aviation Administration (FAA) grant for the Bishop Airport Layout Plan Update and Narrative Report.

DEPARTMENTAL RECOMMENDATIONS:

1) Approve the grant agreement between Inyo County and the (FAA) for the Bishop Airport Layout Plan Update and Narrative Report, in the amount of $278,514.00, contingent upon review and approval of agreement by county counsel, contingent upon appropriate signatures being obtained; contingent upon adoption of the fiscal year 2013-2014 and future budgets, and;

2) Authorize the public works director to sign the grant agreement on behalf of the County.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The FAA has approved the grant application for the Bishop Airport Layout Plan Update and Narrative Report.

The objective of the project is to prepare an updated airport plans meeting new FAA requirements and standards; to establish an adequate yet economical schedule for development of designated airport facilities to meet the varying degrees of demand; and to prepare planning-level cost estimates for future projects. The anticipated benefits include updating the Bishop Airport Layout Plan Set; establishing future project costs and priorities, and; improving the management, operations, and development process for the airport.

The scope of work for the project is obtaining basic planning data by collecting a base of reference materials; obtaining current photographs and planimetric maps; developing detailed forecasts of aviation activities in the short, intermediate, and long-range time frames; determining facility requirements to meet forecasts of future aviation demand; preparing and airport plan set; establishing a capital improvement program and development costs; preparing a report describing the considerations and analyses made during the study, and presenting results and recommendations.

The funds for the Bishop Airport Layout Plan Update and Narrative Report will be provided by the annual FAA entitlement funds for the Bishop Airport; by a California Division of Aeronautics (CDA) Matching Grant; and by the County, as shown below:

FAA Grant (90% of total project cost)	$278,514.00
CDA Matching Grant (5% of FAA Grant)	$ 13,926.00
County (5.5% of total project cost)	$ 17,020.00
Total Project Cost	$309,460.00

Project costs will be funded through the Public Works Department Budget Unit 630303, *Bishop Airport Improvement Projects,* with object codes for expenditures and revenues as shown below:

Funding Source	Expenditure Object Code	Revenue Object Code
FAA Grant	5265	4555
CDA Matching Grant	5265	4498
County	5124	4998

The entitlements that will fund the grant expire at the end of this federal fiscal year. The FAA requires that the grant be accepted and signed by a representative of the county and submitted to the FAA on or before September 18, 2013 so that the FAA can process it before the end of the federal fiscal year on September 30, 2013. Therefore, the Public Works Department requests that the board tentatively approve the grant agreement, contingent upon review by county counsel, and authorize the acting public works director to sign the agreement.

ALTERNATIVES:
The Board could choose not to approve the grant agreement. This alternative is not recommended because funds are available now but will expire at the end of the federal fiscal year. Additionally, the Airport Layout Plan Update and Narrative Report is an important planning document that will provide recommendation for future development of the airport.

OTHER AGENCY INVOLVEMENT:
County Counsel
Auditor's Office

FINANCING:
Up to 90% of the project cost will be reimbursed by the FAA grant, and, if approved, up to 5% will be reimbursed by a CDA grant. However, CDA matching grant funds are limited, and are distributed on a first-come first-served basis, and it is unknown at this time whether CDA funds will be available. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, this grant will require a temporary loan.

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 9/12/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes	Date 9/12/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:	Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/12/13

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

September 9, 2013
Date of Offer
Bishop
(herein called the "Airport")
3-06-0024-015-2013
Grant No
008909830
DUNS No

TO: County of Inyo
(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 Application dated , for a grant of Federal funds for a project at or associated with the Bishop Airport, 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:

Preparation of an ALP Narrative Report including at minimum one full set of an ALP Drawing Set along with an Exhibit A Property Map that is consistent with the latest requirements of the Western Pacific Regional ALP checklist.

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, ninety (90) per centum thereof.

This 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 $ 0. 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:

   $ 278,514.00 for planning (contract only)

   $ 0 for Administrative Costs

   $ 0 for airport development or noise program implementation

   The source of this Grant may include funding from the Small Airport Fund.

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 September 18, 2013, 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 dispersed 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. <u>**CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**</u>

   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 https://www.sam.gov/portal/public/SAM/).

2. 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).

3. 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.

4. 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, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. 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 subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **ELECTRONIC GRANT PAYMENT(S):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

A. Grant Recipient Requirements.

(1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.

(2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically. The grant will be set up for manual payments only.

B. System User Access.

(1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request

to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

(2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

(3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html).

C. Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

(1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

(2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

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. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a

minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

   (1) location of all runways, taxiways, and aprons;
   (2) dimensions;
   (3) type of pavement, and;
   (4) year of construction or most recent major rehabilitation.

   For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. Inspection Schedule.

   (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
   (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

   (1) inspection date,
   (2) location,
   (3) distress types, and
   (4) maintenance scheduled or performed.

   For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

14. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $250,000**: The Sponsor agrees to perform the following:

   a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

      (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
      (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
      (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
      (4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

15. **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.

16. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY 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 or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

SPECIAL CONDITIONS

.17 **RUNWAY PROTECTION ZONES:** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:

a. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.

b. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

c. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within 10 years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.

.18 **LOW EMMISSION SYSTEMS:** The sponsor agrees to the following conditions under the Voluntary Airport Low Emission (VALE) program:

a. Vehicles and equipment purchased with assistance from this grant shall be maintained and used for their useful life at the airport for which they were purchased. Moreover, any vehicles or equipment replaced under this program shall not be transferred to another airport or location within the same or any other nonattainment or maintenance area. No airport-owned vehicles or equipment may be transferred to, taken

to, or used at another airport without the consent of the Federal Aviation Administration in consultation with the United States Environmental Protection Agency and State air quality agency.

b. All vehicles and equipment purchased with assistance from this grant shall be clearly labeled using the VALE program emblem designed by the Federal Aviation Administration.

c. The sponsor shall maintain annual reporting records of all vehicles and equipment purchased with assistance from this grant. These public records shall contain detailed information involving individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

d. The sponsor certifies that it shall replace any disabled or seriously damaged vehicle or equipment purchased with assistance from this grant, at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions. The sponsor assumes all financial responsibility for replacement costs. The sponsor also certifies that it shall fulfill this replacement obligation, beyond the useful life of the affected vehicle or equipment, for the possible longer life of Airport Emission Reduction Credits that were granted to the sponsor for this vehicle or equipment.

.19 **COORDINATION:** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider all Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

.20 **GRANT OFFER BASED ON PRELIMINARY WORK PROGRAM:** It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of the preliminary Work Program; and the parties hereto covenant and agree that the Sponsor shall furnish a revised Work Program to the FAA and that a notice to proceed will not be issued until the revised Work Program has been approved by the FAA.

.21 **EXCESS COST:** It is understood and agreed that notwithstanding that the Application includes therein planning work that the Sponsor has estimated at a total cost of $278,514, the total allowable cost for purposes of determining federal participation shall not exceed $278,514. Any project costs in excess of the federal allowable costs shall be the sole responsibility of the Sponsor.

.22 **DISALLOWED WORK:** It is understood and agreed by and between the parties hereto that notwithstanding the fact that the Project Application includes therein the planning for any additional unanticipated services beyond basic scope of work, contours shown at no less than 2', any CEQA environmental requirements/applications, said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, said **accomplishment shall be without any participation in the costs thereof by the United States under this project**; it is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined. It is further understood and agreed that, within **N/A** days of acceptance of this Office, the Sponsor will submit a revised Program Statement/Cost Estimate depicting the excluded costs or a revised Program Statement/ Cost Estimate depicting only those costs eligible for Federal participation in this project.

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

_____

(Signature)

_____

(Typed Name)

_____

(Title)

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. I declare under penalty of perjury that the foregoing is true and correct. [1]
Executed this ___day of _____, 2013_____.

County of Inyo
(Name of Sponsor)

(SEAL)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Typed Title of Sponsor's Designated Official Representative)

Attest: _____.

_____.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____ , acting as Attorney for the Sponsor do hereby certify:

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

Dated at ___this ___th day of _____, 2013_____.

By _____
(Signature of Sponsor's Attorney)

[1] 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.

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 01/12/2012 and included in this grant, 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: 4/16/2013

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

NUMBER	TITLE
70/7460-1k	**Obstruction Marking and Lighting**
150/5020-1	**Noise Control and Compatibility Planning for Airports**
150/5050-4	**Citizen Participation in Airport Planning**
150/5050-8	**Environmental Management Systems for Airport Sponsors**
150/5060-5	**Airport Capacity And Delay**
150/5070-6B	**Airport Master Plans**
150/5070-7	**The Airport System Planning Process**
150/5100-13B	**Development of State Standards for Nonprimary Airports**
150/5100-19D	**Guide for Airport Financial Reports Filed by Airport Sponsors**
150/5200-12C	**First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident**
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	TITLE
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
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	Aircraft Rescue and Firefighting Station Building Design
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	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	Standards for Using Remote Sensing Technologies in Airport Surveys
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
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 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	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights

NUMBER	TITLE
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines 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 in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: **Water Department**

FOR THE BOARD MEETING OF: **September 17, 2013**

SUBJECT: **Discussion and direction regarding attendance to the Great Basin Water Forum**

DEPARTMENTAL RECOMMENDATION:

The Water Department requests your Board discuss and provide direction regarding County attendance at the Great Basin Water Forum in Bishop, October 17-18, 2013.

SUMMARY DISCUSSION:

The Great Basin Water Forum is being held October 117-18, 2013 in Bishop. This meeting constitutes the annual meeting that County of Inyo agreed to attend through a memorandum of understanding with the Central Nevada Water Authority, signed April 2010. Because of Inyo County's long history with Los Angeles's water export, members of the Central Nevada Water Authority planned their annual conference in Bishop at the Tallman Pavilion at the Tri-County Fairgrounds, and we have discussed participating with the conference planners. The agenda for the meeting is not finalized, but it will include a field trip on the afternoon of the 17th, and panel discussions on Inyo/LA water, trans-boundary water issues, and meeting the water needs of southern Nevada on the 18th. The Water Department requests that your Board designate a Board member to attend the meeting. The conference planners have suggested that Supervisor Arcularius provide a welcome address to the conference attendees.

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 (*Must 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) Date: 9/4/13

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: Inyo County Planning Department

FOR THE BOARD MEETING OF: September 17, 2013

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, and review draft correspondence to the Forest Service and authorize the Chair to sign.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating its Forest Plan.[1] Staff will report on recent activities relevant to coordination for the Plan Update.

At its September 10, 2013 meeting, the Board received a presentation from INF staff regarding the Plan Update/Revision. Amongst other topics, INF staff indicated that the Memorandum of Understanding that has been developed with the County is being revised by the Forest Service's Office of General Counsel, and that it most likely will be reformatted to be a template for other early adopter Forests and will not address coordination, but rather be refocused to cooperating agency status issues under the National Environmental Policy Act. Staff is preparing draft correspondence for the Board's consideration to the Forest Service expressing dismay about these developments and requesting a meeting, which will be distributed under separate cover.

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 (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

[1] Refer to http://inyoplanning.org/InyoNationalForest.htm for more information about the County's participation in the Plan Update/Revision.

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Joshua Hunt Date: 9-10-13

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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF Sept. 17, 2013

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

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

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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF September 17, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
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DEPARTMENT HEAD SIGNATURE:
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AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
28

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Resolution Confirming the OES Director's Declaration of Local Emergency

DEPARTMENTAL RECOMMENDATION

Request your Board:

a) Approve a resolution entitled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Confirming and Ratifying the Declaration by the Director of Emergency Services for the County of Inyo, Proclaiming the Existence of a Local Emergency" related to a severe monsoonal weather system which swept over portions of Inyo County, beginning August 18th and continuing to date, resulting in torrential rains and flash-flooding throughout Inyo County; and,

b) Authorize the County Administrative Officer or his designee to make revisions to the resolution, as appropriate, or if requested by the Office of Emergency Services, and to proceed in executing the resolution without further review by your Board.

SUMMARY DISCUSSION

As a result of the severe monsoonal weather pattern which continues to sweep through Inyo County and neighboring Southern California Counties a local emergency was proclaimed by the County's Director of Emergency on Thursday, September 12, 2013. Pursuant to State law and the County Code, your Board must ratify this resolution within seven days for it to remain in full force and effect. Your Board must also review and confirm the continuance of the emergency at least every two weeks during regularly scheduled Board meetings. Declaring a local emergency is the first step that must occur to begin the process of accessing State OES, and possibly Federal funds to help with the costs incurred by the County and its residents.

To seek assistance from the State, the County is required to estimate the amount of damage as a result of the emergency conditions. At the present time, the estimate for road and property restoration due to this most recent storm event is in the hundreds of thousands of dollars. Many roads are inaccessible at this time, with the heaviest damage of this most recent storm occurring on Mazourka Canyon Road. The damage to Mazourka Canyon Road poses a threat to the health and safety of Inyo County residents due to the inaccessibility of the Mazourka Peak repeater, which services the Inyo County Sheriff's Department, Fire Department 911 and Administrative Health (EMS) Emergency Medical Services.

This most recent storm system which began on August 18th has been confirmed by the National Weather System to be a continuing Monsoonal Seasonal Storm System that has affected and will continue to affect many counties throughout the State of California. To date CalOES has received emergency proclamations from Riverside and Imperial Counties and they are still collecting data to help encourage a State of Emergency proclamation by the Governor of California.

Once the appropriate Preliminary Damages Assessments (PDAs) and Initial Damage Estimates (IDE) are complete, more refined damage estimates will be forwarded, with the appropriate documentation to the State Office of Emergency Services.

ALTERNATIVES

Your Board could choose not to ratify the Director's declaration of a local emergency, in which case the force and effect of the Director's proclamation would terminate today. Due to the uncertain extent of the damage that has occurred, and the ongoing assessment of resources and costs that will need to be allocated to the disaster, staff will present a recommendation in this regard at today's meeting. As a result, the amount and extent of damage will be increased or modified.

OTHER AGENCY INVOLVEMENT

Response to the disaster has been, and continues to be a multi-department and multi-agency effort, including: the Inyo County Sheriff's Department, Health and Human Services, Road Department, Public Works Department, County Counsel, the California Highway Patrol, Cal Trans and the Governor's Office of Emergency Services.

FINANCING

Costs information will be refined during the recovery process. The level and types of State and possible Federal support that might be forthcoming depends on the State OES Director's concurrence in the declaration of a local emergency, the Governor proclaiming a State Emergency in Inyo County, and the possible but unlikely Presidential declaration of emergency.

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

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

DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES FOR THE COUNTY OF INYO, STATE OF CALIFORNIA, PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Government Code Section 8630, and Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and,

WHEREAS, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and,

WHEREAS, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect; and,

WHEREAS, beginning August 18th thru September 7th and continuing to date, an episode of monsoonal storms have swept over portions of Inyo County resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of Inyo County; and,

WHEREAS, these monsoonal weather conditions continue to threatened lives, damage and destroy County roads and State highways and routes; and

WHEREAS, on September 7, 2013 these monsoonal weather conditions caused the destruction of a 4 mile portion of Mazourka Canyon Road located in the central portion of Inyo County; and

WHEREAS, Mazourka Canyon Road is the only access road for maintenance and repair of the Mazourka Peak repeater, which provides vital service to the Inyo County Sheriff's office, Fire Department, 911, Administration, and Emergency Medical Services (EMS); and

WHEREAS, during these severe monsoonal events, Inyo County repeaters are often disabled due to lightning strikes and high winds; and

WHEREAS, this damage has compounded damage resulting from the ongoing RoadEater emergency of August 2012 and the Gully Washer emergency of July 2013, for which the County has had neither the resources or personnel to fully mitigate and restore from either of these events; and,

WHEREAS, these conditions are predicted by the National Weather Service to continue until the end of the monsoon season and are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and,

WHEREAS, the Director of Emergency Services for the County of Inyo does hereby find that conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County, caused by these monsoonal condition, torrential rains, high winds, electrical storms, landslides, and mud and debris flows and these conditions are or are likely to continue and are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

BE IT FURTHER RESOLVED AND REQUESTED that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

BE IT FURTHER RESOLVED AND REQUESTED that Governor of the State of California proclaim a State Emergency in Inyo County; and,

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation with seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA).

DECLARED this 12th day of September, 2013, by the Director of Emergency Services for the County of Inyo.

Kevin D. Carunchio, Director
Office of Emergency Services
County of Inyo, State of California

BOARD OF SUPERVISORS
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

RESOLUTION NO. 2013-
A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, CONFIRMING AND RATIFYING THE DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES FOR THE COUNTY OF INYO, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, beginning August 18th thru September 7th 2013 and continuing until date, an episode of monsoonal storms have swept over portions of Inyo County; and

WHEREAS, this weather pattern has resulted in continued road damage throughout Inyo County with minor damage occurring on August 24th and with more severe road damage occurring on September 7th and continuing; and

WHEREAS, on August 28, 2012, Inyo County proclaimed the Roadeater emergency following a severe storm system that began during the month of August, 2012 and this emergency continues with unrepaired roads due to the lack of funds needed to access material from borrow pits outside or near Death Valley National Park, which must be certified weed free, to repair roads within the Death Valley National Park; and,

WHEREAS, on July 26, 2013, Inyo County proclaimed the Gully Washer emergency following a severe storm system during the month of July, 2013 which resulted in portions of Death Valley Road, Saline Valley Road, Trona Wildrose Road and Panamint Road being destroyed, and these roads are critical thoroughfares for residents and visitors that connect the population centers of Inyo County with the natural wonders of the Death Valley National Park, and are beyond the County's resources to repair and, therefore constitute a threat to public safety; and,

WHEREAS, the recent monsoonal system activity continues to compound the damage and destruction of some of the same State highways 395, 190, 168 and 136 and County roads including but not limited to North and South Saline Valley Road, Death Valley Road, Division Creek Road, Tinnemaha Road, Onion Valley Road, Cerro Gordo Road, Whitney Portal Road, Horseshoe Meadows Road, Owenyo Road, Panamint Road and Trona Wildrose Road and Mazourka Canyon Road, which sustained 4 miles of severe damage during this current monsoonal system time period; and,

WHEREAS, the continued lack of access to historic borrow pits that are now located inside the Death Valley National Park means that access to materials to repair these roads is not available and unless the County is able to identify borrow pits outside and adjacent to the Park that can be certified as weed free, the materials will have to be hauled over long distances at tremendous cost; and,

WHEREAS, the extent of damage to County highways and roads is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

WHEREAS, known road damage and destruction poses a threat to persons and property; and,

WHEREAS, the most recent storm damage to Mazourka Canyon Road poses an additional threat to the health and safety of Inyo County residents due to the inaccessibility to the Mazourka Peak repeater which services the Inyo County Sheriff's Department, Fire Department 911 and Administrative Health (EMS) Emergency Medical Services; and,

WHEREAS, road damage from the continued series of severe weather events is likely to extend beyond Death Valley and Saline Valley roads, affect other County and State highways, and take months and millions of thousands of dollars to repair; and,

WHEREAS, some additional County roads that sustained damage as a result of the severe monsoonal weather have been identified Old Spanish Trail, State Line Road and Clay Road; and,

WHEREAS, these conditions are likely to be beyond the services, equipment, personnel and fiscal resources of the County of Inyo; and,

WHEREAS, Government Code Section 8630, and Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and,

WHEREAS, Government Code Section 8630 and Inyo Code Section 2.56.060 also requires the Board of Supervisors to take action to ratify the proclamation of an Emergency by the Director of Emergency Services, within seven days thereafter, or the proclamation shall have no further force or effect; and,

WHEREAS, on July 26, 2013, when the County Board of Supervisors was not in session and could not be immediately called into session, the Inyo County Director of Emergency Services proclaimed an emergency in Inyo County per the attached declaration, as a result of the conditions described above; and,

WHEREAS, the Director of Emergency Services for the County of Inyo found that conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County, caused by the thunderstorms, high winds, torrential rains and these conditions are likely to be beyond the services, equipment, personnel and the fiscal resources of the County of Inyo.

NOW, THEREFORE, BE IT RESOLVED, that the Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of severe weather conditions, including violent thunderstorms sweeping over portions of Inyo County resulting in torrential rains, high winds, electrical storms and flash-flooding throughout the south and south eastern portions of Inyo County; and,

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency; and,

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors requests that the Governor of the State of California proclaim a State of Emergency; and,

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA).

BE IT FURTHER RESOLVED, that at the regular meeting of the Inyo County Board of Supervisors on October 1, 2013, the Board will review the need for continuing the local emergency and, if appropriate, take action to terminate the local emergency as of the earliest possible date that conditions warrant.

PASSED AND ADOPTED this 17th day of September, 2013 by the following vote of the Inyo County Board of Supervisors:

AYES: -0-
NOES: -0-
ABSENT: -0-
ABSTAIN: -0-

_____
Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

For Clerk's Use Only:
AGENDA NUMBER

29

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 17, 2013

SUBJECT: County's response to the 2012-2013 Grand Jury Final Report

DEPARTMENTAL RECOMMENDATION: Request Board approve the report to Judge Dean Stout, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2012-2013 Grand Jury Final Report and authorize the County Administrator to sign the transmittal letter.

SUMMARY DISCUSSION: The Inyo County Grand Jury has issued a 2012-2013 Grand Jury Final Report. As in the past, the Board's response is organized in such a manner that all findings and recommendations requiring a response by the County/Board of Supervisors have been addressed.

Section 933 of the Penal Code identifies who and how the County and other elected officials respond to the Grand Jury Reports. The Board of Supervisors, as the governing body responds to the items under its control, i.e., Probation, Integrated Waste Management, etc. Every elected county officer also has a responsibility under the code to provide comment, as requested by the Grand Jury, to the Presiding Judge of the Superior Court, with an information copy being sent to the Board of Supervisors. The Sheriff, has responded and forwarded a copy of his individual response to the Board of Supervisors, a copy of which is attached.

As in year's past, this year's County response is limited to only those items required by State Statute to be responded to by the Board of Supervisors.

ALTERNATIVES: Your Board could direct Staff to change any one or all of the responses.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:, There is no fiscal impact associated with this report.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
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BOARD OF SUPERVISORS
COUNTY OF INYO

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KEVIN CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

October 9, 2012

The Honorable Dean Stout
Presiding Judge, Inyo County Superior Court
Inyo County Courthouse
Independence, CA 93526

SUBJECT: 2012-2013 Grand Jury Final Report

Dear Judge Stout:

On behalf of the Board of Supervisors, I would like to take this opportunity to thank the members of the 2012-2013 Grand Jury for their important and diligent work in preparing 2012-2013 Grand Jury Final Report. The County appreciates these dedicated citizens' commitment to trying to effect positive and constructive improvements to local government.

Enclosed is the County of Inyo's response to the Report. As with the County's responses to Final Grand Jury Reports in years past, this response follows Penal Code Section 933.05(a) *Responses to findings* (copy included). The County's response is limited to only those items required by State Statute.

In closing, I want to reiterate the County's appreciation for the Jury's efforts to identify ways in which the County may improve its operations in support of its efforts to maintain services to our constituency.

Sincerely,

Kevin D. Carunchio
County Administrator

KC
cc: Inyo County Board of Supervisors

COUNTY RESPONSE
2012-2013 INYO COUNTY GRAND JURY REPORT

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COUNTY RESPONSE
2012-13
INYO COUNTY GRAND JURY FINAL REPORT
INYO COUNTY SHERIFF'S DEPARTMENT
COUNTY JAIL - Independence, CA

Finding – "1) The facility

a) Overall appearance of the building was clean and in good repair. Minor blemishes were visible; the lobby had a water damaged ceiling tile, a hole in the drywall where a door handle contacted the wall, and a fogged window in the entry. The booking area had additional water damaged ceiling tiles. The holding cell had damaged padding caused by an individual chewing it.
b) The control panel in the tower is showing its age, and replacement parts are becoming more difficult to obtain. Upgrading this control panel is a future project."

COUNTY RESPONSE – ***Agree.*** *As reported by the Sheriff the leaks have been repaired and staff is assessing the replacing the control panel.*

Finding – "2) The policies

a) A new Jail Policy Manual is being prepared through a contract with an organization called Lexipol. From their website, "Lexipol is America's leading provider of risk management policies and resources for organizations" The new manual includes daily training bulletins and records. It will be updated every six months and should be completed in 3-4 months
B) (http://www.lexipol.com)

COUNTY REPONSE – ***Agree.*** *As reported by the Sheriff the new policy manual will be implemented once it is finalized.*

Finding – "3) The management systems

a) A powerful jail management system is in place that records information on all inmates. The City of Bishop, Town of Mammoth Lakes, and Mono County are also using the same system and can share information. It does not tie into state records.
b) A Geographic Information System (GIS) is being implemented and will link with the jail management system. This is a large project being coordinated by Inyo Sheriff's Public Information Officer Carma Roper. It will map all physical locations in the county and interface with the Sheriff's patrol, dispatch and reverse 911 systems.
c) The security camera system which had been recently installed, has been well received and appears to be a highly effective method of monitoring all aspects of the jail."

COUNTY RESPONSE – ***Agree.***

Finding – "4) AB109

a) Public Safety Realignment began on October 1, 2011 and requires:
    a. Local custody for non-violent, non-serious, non-sex offenders
    b. Changes to State Parole
    c. Local post-Release Supervision
    d. Local Planning via Executive Committee
b) It revises the definition of felony to include certain crimes that are punishable in jail for more than one year.
c) Maintains the length of sentences.
d) Time is served in jails instead of prisons
e) Allows counties to contract back with the State to send local offenders to state prison.
    a. Counties are authorized to contract with public community correctional facilities (CCF's).
    b. Contracting back does not include parole revocations.

f) Post-release Supervision
   i. County-level supervision upon release from prison.
   ii. Allows revocation up to 180 days.
   iii. Graduated sanctions including flash incarceration at the local level (revocations lasting longer than 10 days require a court hearing).
   iv. Individuals on post-release supervision without any violations after six months can be discharged.
   v. Courts may adjudicate violations and new conditions of release at the local level.

g) Impacts on the Inyo County Jail
   a. At the time of the inspection the jail had 8 inmates who had been realigned through AB109 and 6 parolees.
   b. The jail was not designed for long-term prisoners.
      i. Average length of stay is increasing due to AB109.
      ii. Long-term medical care is a subject of concern.
   c. The potential of having more sophisticated career type criminals interacting with the typical jail inmate poses concerns for the staff."

***COUNTY RESPONSE* – Agree.**

Finding – "5) It is imperative that crew levels in Conservation Camp # 26 be maintained at full capacity. (http://www.cdcr.ca.gov/realignment/)."

***COUNTY RESPONSE* – Agree.** However while the County agrees with the Grand Jury, it must be noted that the County has no jurisdictional authority over the Conservation Camp. This is a State operation. That being said, the County would agree that the Conservation Camp is important to the County and having the facility maintained at full capacity is a great benefit to the County, most especially for fire protection.

Recommendation – "1) The Sheriff and staff are to be commended for the overall appearance and upkeep of the facility."

***COUNTY RESPONSE* – This recommendation has been implemented.** *The Board of Supervisors is pleased to join with the Grand Jury in commending the Sheriff and staff for the overall appearance and upkeep of the Inyo County Jail.*

Recommendation – "2) The Sheriff and staff are to be commended for their comprehensive and thorough approach to disseminating and enforcing the rules and regulations"

***COUNTY RESPONSE* – This recommendation has been implemented.** *The Board of Supervisors is, once again, pleased to join with the Grand Jury in commending the Sheriff and staff for their comprehensive and thorough approach to disseminating and enforcing rules and regulations at the Inyo County Jail. Maintaining order in this type of facility is vital for the well being of the County's employees, as well as the inmates. The Inyo County Sheriff's Department has done an outstanding job of ensuring that the inmates know the rules and regulations and understand the consequences for violating those rules and regulations.*

Recommendation – "3) The Sheriff and staff are to be commended for highly efficient and sufficient staff providing for all inmate needs including but not limited to food service, hygiene and exercise, medical, educational and psychological."

***COUNTY RESPONSE* - This recommendation has been implemented** – *The Board is pleased to join with the Grand Jury in commending the Sheriff and staff for the efficient operation of the Inyo County Jail, wherein the inmates' needs including food services, hygiene, exercise, medical, education, and psychological are met.*

Recommendation – "4) Upgrade of the control panel in the tower should be budgeted and implemented."

***COUNTY RESPONSE* – This recommendation will not be implemented because it is not warranted -** *As reported by the Sheriff this recommendation may be implemented depending upon locating a unit that will interface with the current system and within the confines of the Department budget and the priorities set by the Board of Supervisors.*

Recommendation – "5) Monitoring of the impacts of AB109 should be continued and findings relayed to the Board of Supervisors and future Grand Juries."

***COUNTY RESPONSE* – This recommendation has been implemented** – *The Board has over the past two years been actively engaged in the process to address AB109. Those departments effected by this law are very diligent in keeping the Board of Supervisors informed.*

Recommendation – "6) The Inyo County Sheriff's Department and Probation should work with the Conservation Camp #26 to maintain full staffing levels."

***COUNTY RESPONSE* – This recommendation will not be implemented because it is not warranted** – *Because the Conservation Camp is a State operation there is no mechanism, other than through a contract with the State, for County inmates to be housed as the facility and the State rates makes it cost prohibitive for counties to take advantage of this opportunity.*

COUNTY RESPONSE
2012-13
INYO COUNTY GRAND JURY FINAL REPORT
Inyo County Sheriff's Department
JUVENILE HALL - Independence, CA

Please note that the Inyo County Juvenile Center is operated by the Inyo County Probation Department and not the Inyo County Sheriff's Department.

Finding – "1) The facility

a) Overall appearance of the building was clean and in good repair.
b) A new sign has been installed at the entrance to the parking lot. This has reduced the number of private vehicles from using the parking lot.
c) A new detainee gardening program is underway with the installation of a greenhouse, raised beds, fruit trees, berries and composting."

COUNTY RESPONSE – ***Agree.***

Finding – "2) The management systems

a) Funding for a new video surveillance system has been approved by the Inyo County Supervisors."

COUNTY RESPONSE – ***Agree.*** *A new state-of-the-art high definition video system has been installed and is operational. The County will continue to work with the Chief Probation Officer to identify funding for updates as deemed necessary.*

Finding – "3) The staffing

a) The Juvenile Hall has become fully staffed for the first time in a decade as of December 20, 2012."

COUNTY RESPONSE – ***Agree.***

Recommendation – "1)The staff is to be commended for the overall appearance and upkeep of the facility."

County Response: - ***This recommendation has been implemented*** – *The Board of Supervisors is pleased to join with the Grand Jury in commending the staff at the Juvenile Hall for the overall appearance and upkeep of the facility.*

Recommendation – "2) Installation and implementation the new surveillance system should move forward."

COUNTY RESPONSE – ***This recommendation has been implemented.*** *As noted above in Finding 2, the state-of-the-art high definition video system has been installed and is operational.*

Recommendation – "3) New fencing and enclosing of the sally-port located in the west parking lot needs to be budgeted and implemented."

COUNTY RESPONSE – ***This recommendation will be not be implemented because it is not warranted*** – *The Chief Probation Officer has reported that Juvenile Halls throughout the state do not have secure employee parking areas. And, while a "salle-port" would be a nice addition, this would be a very costly endeavor when there have not been any incidents in the past warranting such an expense. The Board looks forward to the Juvenile Center continuing to look at funding sources to make recommendations on improving the facility and will prioritize those improvements based on recommendations from the Chief Probation Officer in correlation to the funding sources being recommended. With that being said, as reported by the Chief Probation Officer continues efforts to identify the resources to implement this recommendation.*

COUNTY RESPONSE
2012-13
INYO COUNTY GRAND JURY FINAL REPORT
DEPARTMENT OF CORRECTIONS AND REHABILITATIONS
OWENS VALLEY CONSERVATION CAMP #26 – Round Valley, CA

Finding – "1) Each inmate crew is assigned a barracks area. The crews when not working on fire suppression are dispatched to work on community service projects in the Inyo and Mono County areas."

COUNTY RESPONSE – ***Unable to agree or disagree.*** *The OVC is not under the jurisdiction of the County. While the County appreciates the opportunity to respond to the Grand Jury's finding regarding the OVC, this is a State Operation which the County is not involved with on any other level than to pay for work crews when projects are identified. The County believes that the OVC is an important to the County, is a great benefit to our communities, and appreciates their assistance on many levels.*

Finding – "2) The camp is staffed by 10 officers including the Camp Commander. Cal Fire also has 16 staff members assigned to supervise the inmate crews."

COUNTY REPONSE – ***Unable to agree or disagree.*** *The OVC is not under the jurisdiction of the County.*

Finding – "3) A High School GED program, operated by the Inyo County Office of Education is provided to inmates and supplied at no cost to the State."

COUNTY RESPONSE – ***Unable to agree or disagree.*** *The OVC is not under the jurisdiction of the County.*

Finding – "4) CC#26 provides in excess of 15,000 hours of work on community service projects and over 55,000 hours of work on State projects annually."

COUNTY RESPONSE – ***Unable to agree or disagree.*** *The OVC is not under the jurisdiction of the County.*

Finding – "5) CC#26 conducts monthly fire drills and inspections of crew barracks area. A competition between the barracks based on order and cleanliness, is supervised by the officers of the camp."

COUNTY RESPONSE – ***Unable to agree or disagree.*** *The OVC is not under the jurisdiction of the County.*

Finding – "6) The mess hall facilities are clean and the meals provided to the inmates are well prepared."

COUNTY RESPONSE – ***Unable to agree or disagree.*** *The OVC is not under the jurisdiction of the County.*

Finding – "7) There is an ongoing problem with contraband being left in the areas adjacent to the camp."

COUNTY RESPONSE – ***Unable to agree or disagree.*** *The OVC is not under the jurisdiction of the County.*

Recommendation – "1) The barrack areas and related facilities were clean and in good repair."

COUNTY RESPONSE – ***Not a County responsibility*** – *The Owens Valley Conservation Camp is the responsibility of the State.*

Recommendation – "2) The number of officers assigned to the camp is adequate as is the number of CAL FIRE crew supervisors."

COUNTY RESPONSE – ***Not a County responsibility*** – *The Owens Valley Conservation Camp is the responsibility of the State.*

Recommendation – "3) The food procurement program and preparation facilities are excellent."

COUNTY RESPONSE - ***Not a County responsibility*** – *The Owens Valley Conservation Camp is the responsibility of the State.*

Recommendation – "4) The GED program offered by the Inyo County Office of Education is an excellent tool toward inmate rehabilitation."

COUNTY RESPONSE – ***Not a County responsibility*** – *The Owens Valley Conservation Camp is the responsibility of the State.*

Recommendation – "5) The inmate crews provided by CC#26 conduct much needed community service projects within Inyo and Mono Counties."

COUNTY RESPONSE – ***Not a County responsibility*** – *The Owens Valley Conservation Camp is the responsibility of the State. However, the County does join with the Grand Jury in acknowledging the importance of the OVC to our communities and the great benefit the Camp provides to our communities through its community service activities.*

Recommendation – "6) A continual public information campaign must be enacted to make the public aware of the contraband issues at the camp such as signs and articles in the local newspapers."

COUNTY RESPONSE – ***Not a County responsibility*** – *The Owens Valley Conservation Camp is the responsibility of the State.*

Recommendation – "7) The camp conducts monthly fire drills and receives annual Facilities Equipment Inspections conducted by CAL FIRE."

COUNTY RESPONSE – ***Not a County responsibility*** – *The Owens Valley Conservation Camp is the responsibility of the State.*

Recommendation – "8) The Camp Commander and the Inyo County Board of Supervisors and the Inyo County Sheriff need to develop a program that would allow State Prisoners housed in the Inyo County jail to be assigned to CC#26."

<u>COUNTY RESPONSE</u>* – *This recommendation will not be implemented because it is not warranted – *While the County is unable to respond as legally required on this recommendation, the Board of Supervisors would like to take the opportunity commend the Grand Jury for this recommendation. This is an innovative idea to minimize the impact of relocating prisoners that are being returned to the County. Under AB109 the County has formed an advisory group and the Board of Supervisors is directing that this recommendation be fully vetted by the group to determine the viability of such a program.*

Obstacles to recycling in Inyo County

Finding – "1) Distance to "recycling buy back centers", which decreases the value of recycled goods due to increased transportation costs."

COUNTY RESPONSE – ***Agree.*** *When materials are recycled in Inyo County, whether aluminum cans, plastic, or card board the materials are sorted and bulked, then have to be transported to a broker or other business that buys the recycled materials. Often truckloads of recyclable material are driven hundreds of miles to the greater Los Angeles area where they are sold to a materials broker (e.g. recycling buy back center). The cost of transporting the material from our region to the recycling buy back center greatly reduces the value of the material and can even be so high as to make the sale of the recyclables cost neutral or a loss.*

Finding – "2) Public attitude towards recycling, a lack of knowledge of what and where to recycle, and the perception of the public's willingness to pay for recycling."

COUNTY REPONSE – ***Agree.*** *Although recycling has been taking place for decades, recycling is still a voluntary activity in Inyo County and for some people is a new concept. Some people may not realize all the materials that can be processed for recycling in our area, and where they can take those materials if they do decide to participate in a recycling program. Additionally, the California Redemption Value process and the knowledge that other recyclable materials like scrap metal, can be sold locally, creates a perception that all recycling operations are a profitable business so people should not have to pay for recycling.*

Finding – "3) Accessibility to recycling drop-off locations."

COUNTY RESPONSE – ***Agree.*** *While there are recycling drop-off facilities available throughout Inyo County at the landfills/transfer stations and by private businesses in the greater Bishop area, there can always be more access to recycling within the Inyo County communities. Increasing the accessibility to recycling drop-off locations in high traffic, visible and easily accessible locations throughout our communities can increase participation in recycling programs, as well as increase public knowledge of what materials can be recycled in Inyo County.*

Finding – "4) Limited infrastructure for processing of construction and demolition wastes, e. g. concrete, wood, treated wood, etc."

COUNTY RESPONSE – ***Agree.*** *The processing of construction and demolition waste is both costly and requires special equipment that the County does not currently own. Some materials cannot currently be accepted at Inyo County facilities due to special handling requirements. Increasing infrastructure to allow for the processing of Construction and Demolition waste would be beneficial to the County in increasing diversion.*

Finding – "5) Regulatory costs of solid waste operations."

COUNTY RESPONSE – ***Agree.*** *The State of California, through AB 939 (The Integrated Waste Management Act), requires that Inyo County provide disposal capacity for our public. The State also requires that Inyo County provide recycling opportunities for our communities. The County is required to report on how much waste goes into the landfill, how much recyclables are kept out of the landfill. The County must also operate its landfills and transfer stations in compliance with multiple State and Federal regulations regarding air and water quality issues as well as waste handling practices. In addition to paying for the cost of complying with these regulations, the County must also pay fees for State regulation which amounted in $XXX in FY 2012-2013. Regulatory compliance was estimated to cost the County $430,000 in FY 2012-2013.*

Recommendation – "1) Offsetting costs of hauling recyclable goods to market with mandatory trash and recycling curbside pick-up to spread costs and encourage more separation of recycled materials."

***COUNTY RESPONSE* – This recommendation will not be implemented because it is unwarranted –** *This recommendation may be warranted, but requires further analysis and it may be some time before the program is ready to present recommendations to the Board and/or the public which may exceed the time limit established by Section 933.05. Inyo County staff has conducted a series of workshops in an effort to inform the Board of Supervisors and educate the public regarding the County Waste Management system, including: Waste Disposal, Recycling, and Waste Collection. Through this series of workshops the Board of Supervisors received information regarding waste collection methods and requirements. Through this process the Board will consider the regulatory options with regard to the collection of waste and recyclable materials and will direct changes to the waste management program. Mandatory trash and recycling pick-up is an option that will be considered throughout this process, but there are other programs that the County could implement that would increase recycling in the County, including requiring that all of the waste hauling companies provide recycling to both their residential and commercial customers. All of these programs have additional costs to the public.*

Recommendation – "2) Education and outreach through advertising, development of school programs, and news articles explaining state requirements."

***COUNTY RESPONSE* – This recommendation has been implemented.** *Public outreach and education is an important component of not only a successful solid waste program, but is also mandated by the State of California by AB 939. Earlier this year, the County began rebranding the Integrated Waste Management Program to Inyo Recycling and Waste Management. The Inyo Recycling and Waste Management staff are developing a quarterly public information campaign to reach out to the citizens of Inyo County through the various media sources available in our area. Additionally, staff is talking with local high schools regarding an educational campaign to reach out to local teens. The program recently received coverage by the local newspaper as a result of the three part workshop series presented to the Board of Supervisors. Outreach has also been conducted through staff making presentations at service organization meetings. Education and outreach are an on-going effort that will continue to be a part of providing waste management to the citizens and businesses of Inyo County.*

Recommendation – "3) Increasing the number of drop off locations in communities in a centralized, easy to access location."

***COUNTY RESPONSE* – This recommendation will not be implemented because it is unwarranted –** *This recommendation may be warranted, but requires further analysis and it may be some time before the program is ready to present recommendations to the Board and/or the public which may exceed the time limit established by Section 933.05. While it is imperative to a successful program that the public has easy access to recycling drop-off locations throughout all of our communities. The County currently provides recycling at each of the landfills and transfer stations located in our communities. Further analysis will be required as to the best way to expand these opportunities. There are several methods that could be employed to achieve this goal of the Inyo Recycling and Waste Management program. Many jurisdictions provide recycling bins throughout their communities as part of a jurisdictional run program. Others provide services through private businesses. Inyo County currently offers both options, but increased infrastructure is necessary to process increased materials. Inyo County will evaluate the options associated with increasing recycling drop-off centers as we move forward with updating the programs and will offer solutions that make the most sense for our circumstances, which could potentially include different options in each community.*

Recommendation – "4) Sharing the cost of a grinder with other municipalities that have construction and demolition materials."

***COUNTY RESPONSE* - This recommendation will not be implemented because it is unwarranted –** *This recommendation may be warranted, but requires further analysis and it may be some time before the program is ready to present recommendations to the Board and/or the public which may exceed the time limit established by Section 933.05. Construction and demolition material processing is a concern for many municipalities throughout California, including our neighboring counties of Mono and Kern. The equipment for processing these materials is expensive and Inyo County alone does not generate enough waste to justify the purchase of such equipment. Discussions between Inyo and Mono County staff with regard to a mutual rental two to three times per year with shared costs has been discussed and may be the solution to the processing concerns, although other options should also be explored. Since the time that the Inyo Recycling and Waste Management staff met with the Grand Jury, a local contractor has purchased a grinder that is currently located in the Town of Mammoth Lakes. This grinder may be available for rental by Inyo County, thereby allowing the County to process its construction and demolition materials as well as providing revenue to a local small business; otherwise, rented equipment may need to be transported into the area, adding to the expense. Regardless of the method, Inyo County will take measures to process construction and demolition materials.*

Recommendation – "5) Use of scales to better quantify "out of county" materials and to track progress."

***COUNTY RESPONSE* - This recommendation will not be implemented because it is unwarranted –** *This recommendation may be warranted, but requires further analysis and it may be some time before the program is ready to present recommendations to the Board and/or the public which may exceed the time limit established by Section 933.05. The current waste management and reporting system is based on a volume based collection method, whereby the volume of trash is converted via formula to a weight based system. That converted tonnage of waste is then reported to the State as a measure of compliance. This method does not provide accurate data for the County or for the State in determining compliance with State regulations and the success of our programs. The installation of scales would allow Inyo County to accurately measure all of the waste brought into the landfill. The Inyo County Board of Supervisors has approved a Request for Bids for the installation of scales at the Bishop-Sunland landfill and will be evaluating those proposals against the budget in the coming months.*

The tracking of "out-of-county" materials, is also a focus of Inyo County as it is likely that a significant amount of the waste brought to, especially the Bishop-Sunland Landfill, is generated outside of Inyo County. The landfill leases with the Los Angeles Department of Water and Power currently do not allow for out-of-county waste to be imported. Instigating a system that allows Inyo County to track the source of waste will be imperative in setting proper rates, assigning waste to the proper jurisdiction as well as understanding our current waste stream. A waste origin verification system is being investigated for implementation within the Inyo Recycling and Waste Management system.

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§ 933.05. Responses to findings

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decisionmaking authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer,

agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

(Added by Stats.1996, c. 1170 (S.B.1457), § 1. Amended by Stats.1997, c. 443 (A.B. 829), § 5.)

Historical and Statutory Notes

Stats.1997, c. 443 (A.B.829), in subds. (a) and (b), in the introductory paragraphs, substituted "(b)" for "(c)"; in subd. (b)(3), substituted "head" for "director"; in subd. (c), inserted "agency or" throughout; inserted subd. (e), relating to investigations and meetings with the grand jury; and, in subd. (f), substituted "presiding" for "supervising".

Cross References

"Grand jury" defined, see Penal Code § 888.
Words and phrases, "county", see Penal Code § 691.

Research References

Encyclopedias
Recommendations and Reporting, Cal. Jur. 3d Criminal Law: Pretrial Proceedings § 601.
Responses to Findings, Cal. Jur. 3d Criminal Law: Pretrial Proceedings § 602.

Treatises and Practice Aids
4 Witkin Cal. Crim. L. 3d Intro. to Crim. Proc. § 40, (S 40) Reports.

§ 933.06. Vacancies on grand jury; report submitted by unanimous vote of remaining jurors; conditions

(a) Notwithstanding Sections 916 and 940, in a county having a population of 20,000 or less, a final report may be adopted and submitted pursuant to Section 933 with the concurrence of at least 10 grand jurors if all of the following conditions are met:

(1) The grand jury consisting of 19 persons has been impaneled pursuant to law, and the membership is reduced from 19 to fewer than 12.

(2) The vacancies have not been filled pursuant to Section 908.1 within 30 days from the time that the clerk of the superior court is given written notice that the vacancy has occurred.

(3) A final report has not been submitted by the grand jury pursuant to Section 933.

(b) Notwithstanding Section 933, no responsible officers, agencies, or departments shall be required to comment on a final report submitted pursuant to this section.

(Added by Stats.1994, c. 1085 (S.B.1465), § 1. Amended by Stats.2001, c. 854 (S.B. 205), § 40.)

Historical and Statutory Notes

Stats.2001, c. 854 (S.B.205) made technical revisions and nonsubstantive changes to maintain the Code.

Cross References

"Grand jury" defined, see Penal Code § 888.
Words and phrases, "county", see Penal Code § 691.

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19) Other Powers and Duties.

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Where a grand jury and the county board of supervisors ratified a suit brought by the district attorney against a county treasurer and his sureties to recover money fraudulently converted, the fact that such suit was instituted without authority of such board or any other official was not ground for dismissal thereof. People v. Madden (1901) 133 Cal. 347, 65 P. 741. Counties ⇐ 101(5)

§ 933. Findings and recommendations; copies of final report; comment of governing bodies, elective officers, or agency heads; definition

(a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

(Added by Stats.1961, c. 1284, p. 3064, § 1. Amended by Stats.1963, c. 674, p. 1678, § 1; Stats.1974, c. 393, p. 977, § 6; Stats.1974, c. 1396, p. 3054, § 3; Stats.1977, c. 107, p. 539, § 6; Stats.1977, c. 187, p. 709, § 1; Stats.1980, c. 543, p. 1499, § 1; Stats.1981, c. 203, p. 1126, § 1; Stats.1982, c. 1408, p. 5365, § 5; Stats.1985, c. 221,

OFFICE OF THE
SHERIFF
INYO COUNTY, CA

WILLIAM R. LUTZE
SHERIFF

KEITH HARDCASTLE
UNDERSHERIFF

"A Professional Service Agency"

July 18, 2013

Honorable Dean T. Stout, Judge
Inyo County Superior Court
PO Drawer U
Independence, CA 93526

RE: 2012/2013 Grand Jury Response to Camp # 26

Dear Judge Stout,

I was served the Inspection Report of the Owens Valley Conservation Camp # 26 by the Inyo County Grand Jury, and was requested to respond.

As this facility is operated by the State of California, and not in the jurisdiction of the Inyo County Sheriff's Office, I am unable to report to the findings or the recommendations/commendations.

As I stated in my response of the Inyo County Jail Report (R-6) we do not contract directly with an individual camp for the inmates under AB109; and at this time I will not be contracting with the state due to costs incurred by the county.

The Sheriff's Office, California Department of Forestry, and California Corrections have a good working relationship in matters of mutual concern.

If you have any questions I'd be happy to meet with you or your staff.

Sincerely,

William R. Lutze, Sheriff

Attachment: Grand Jury Report, Camp # 26

P.O. Drawer "S" (550 South Clay Street) Independence, CA 93526
Phone: 760-878-0383 Fax: 760-878-0389

OFFICE OF THE
SHERIFF
INYO COUNTY, CA

WILLIAM R. LUTZE
SHERIFF

KEITH HARDCASTLE
UNDERSHERIFF

"A Professional Service Agency"

July 15, 2013

Honorable Dean T. Stout, Judge
Inyo County Superior Court
PO Drawer U
Independence, CA 93526

RE: 2012/2013 Grand Jury Response

Dear Judge Stout,

This letter is in response to the 2012/2013 Inyo County Grand Jury report and findings.

F1) The facility: FINDINGS

a) Overall appearance of the building was clean and in good repair. Minor blemishes were visible; the lobby had water damaged ceiling tile, a hole in the drywall where a door handle contacted the wall, and a fogged window in the entry. The booking area had additional; water damaged ceiling tiles. The holding cell had damaged padding caused by an individual chewing it.

b) The control panel in the tower is showing its age, and replacement parts are becoming difficult to obtain. Upgrading this control panel is a future project.

RESPONSE

Agree with both A and B; leaks have been repaired and will be looking into replacing the control panel.

F2) The policies: FINDINGS

a) A new Jail Policy Manual is being prepared through a contract with an organization called Lexipol. From their website, "Lexipol is America's leading provider of risk management policies and resources for organizations". The new manual includes daily training bulletins and records. It will be updated every six months and should be completed in 3-4 months.

RESPONSE

Agree; the new policy manual will be implemented once complete.

F3) The management system: FINDINGS

a) A powerful jail management system is in place that the records information on all inmates. The City of Bishop, Town of Mammoth Lakes, and Mono County are also using the same system and can share information. It does not tie into state records.

b) A Geographic Information System (GIS) is being implemented and will link with the jail management system. This is a large project being coordinated by Inyo County Public

P.O. Drawer "S" (550 South Clay Street) Independence, CA 93526
Phone: 760-878-0383 Fax: 760-878-0389

Information Officer Carma Roper. It will map all physical locations in the county and interface with the Sheriff's patrol, dispatch and reverse 911.

c) The security camera system which had been recently installed has been well received and appears to be highly effective method of monitoring all aspects of the jail.

RESPONSE

Agree

F4) AB109: FINDINGS

a) Public Safety Realignment began on October 1, 2011 and requires:
   a. Local custody for non-violent, non-serious, non-sex offenders
   b. Changes to State Parole
   c. Local post-release supervision
   d. Local planning via executive committee

b) It revises the definition of felony to include certain crimes that are punishable in jail for more than one year.

c) Maintains the length of sentences.

d) Time is served in jails instead of prisons.

e) Allows counties to contract back with the State to send local offenders to state prison.
   a. Counties are authorized to contract with public community correctional facilities (CCF's).
   b. Contracting back does not include parole revocations.

f) Post-release supervision
   i. County-level supervision upon release from prison.
   ii. Allows revocation up to 180 days.
   iii. Graduated sanctions including flash incarceration at the local level (revocations lasting longer than 10 days require a court hearing).
   iv. Individuals on post-release supervision without any violations after six months can be discharged.
   v. Courts may adjudicate violations and new conditions of release at the local level.

g) Impacts on the Inyo County Jail
   a. At the time of inspection the jail had 8 inmates who had been realigned through AB109 and 6 parolees.
   b. The jail was not designated for long-term prisoners.
      i. Average length of stay is increasing due to AB109.
      ii. Long-term medical care is a subject of concern.
   c. The potential of having more sophisticated career type criminals interacting with the typical jail inmate poses concerns for the staff.

RESPONSE

Agree; I believe we have a great relationship with Probation and the state to manage AB109 inmates.

For Clerk's Use Only:
AGENDA NUMBER

30

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

Consent | X Departmental | ☐ Correspondence Action | ☐ Public Hearing

☒ Scheduled Time for 11:00 | ☐ Closed Session | ☐ Informational

FROM: **Water Department**

FOR THE BOARD MEETING OF: **September 17, 2013**

SUBJECT: **Workshop on Coso/Hay Ranch Groundwater Transfer Project**

DEPARTMENTAL RECOMMENDATION:

The Water Department requests your Board hear a workshop on the Coso/Hay Ranch Groundwater Transfer Project.

SUMMARY DISCUSSION:

The Coso/Hay Ranch Groundwater Transfer Project was permitted by the County under a conditional use permit (CUP) granted to Coso Operating Company pursuant to the County's groundwater ordinance. Under the CUP, Coso is permitted to pump groundwater from Rose Valley through a pipeline to their geothermal field east of Rose Valley, where Coso injects the water into the geothermal reservoir to replace depleted fluids. The CUP has a term of 30 years, beginning in 2009 when the project began. A Hydrologic Monitoring and Mitigation Plan (HMMP) regulates the amount of pumping to protect groundwater well owners and groundwater dependent habitat (principally Little Lake). The purpose of the workshop is to provide your Board with an overview of the groundwater ordinance, the project, the HMMP, monitoring results, and the current status of the project.

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 (*Must 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) [signature] Date: 9/11/13

For Clerk's Use Only:
AGENDA NUMBER

32

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: September 17, 2013

SUBJECT: Special Assessment Fee Reduction and Waiver

DEPARTMENTAL RECOMMENDATION:

1) Request your Board authorize a one year set rate of 1.5% per parcel collection fee to be levied against Southern Inyo Fire Protection District for collection of emergency services assessments on the fiscal year 13-14 secured tax roll.

2) Request your Board reconsider or reconfirm the current waiver of special assessment fees for Southern Inyo Hospital for the collection of their parcel tax.

SUMMARY DISCUSSION:

On May 14, 2013, Southern Inyo Fire Protection District (SIFPD) addressed your Board regarding their financial condition and their concerns surrounding the fee that is charged by the County for the administration and collection of their special assessment or parcel tax. During the discussion SIFPD presented the Inyo County's Board of Supervisors approved minutes from September 3, 2002 authorizing a two year set rate of 1.5% per parcel charge for the collection of SIFPD's special assessments, which SIFPD stated they did not believe they had been given the second year of reduced parcel fee. Unable to confirm this information during the meeting, your Board requested the matter be researched and brought back latter along with a workshop regarding property tax fees. After some diligent research, I was able to confirm SIFPD did not receive the second year of reduced parcel fee and I am recommending your board authorize a one-time set rate of 1.5% per parcel charge for the FY13-14 tax year to correct this over-site and provide SIFPD with some financial relief.

Prior to SIFPD coming to your Board, they had contacted the Auditor's office with a request to review the method being used to charge for Special Assessment or parcel taxes, which prompted an extensive review of the authority to charge the districts for special assessment and the process as a whole. The Auditor's office presented an updated fee proposal that would cover the basic cost of the process and is currently in the stages of moving this forward, which was presented to your Board in the previous workshop. Since the entire process for charging special assessments was reviewed and reconsidered, I felt that it was appropriate to review the sole waiver approved by the Board of Supervisors in previous years and the process for districts to request a fee waiver in the future.

In 2005, the Board of Supervisors approved a perpetual waiver for the County's fee for the special assessment levied by Southern Inyo Hospital. When Southern Inyo Hospital was in the beginning stages of establishing their parcel tax, the estimated fee for the parcel tax would have been $14,000 and since that time, Southern Inyo Hospital has received over 2.9 million in parcel tax revenue at no cost. If your Board chooses to remove the waiver, Southern Inyo would be subject to an estimated $4,200 per year to enroll there parcel tax on the Secured Tax roll.

ALTERNATIVES:

SIFPD -Your Board could choose not to approve the reduced parcel charge for SIFPD and the district would pay full basic costs.

SIH – Your Board could choose to leave the long standing waiver and do nothing or your Board could choose to charge Southern Inyo Hospital at the full basic costs starting this year. Your Board could also choose to set a sunset on the current waiver for a future date.

FINANCING:

The revenue associated with special assessments fee has been estimated at a lower amount to anticipate a reduction in fees.

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 9/12/2013 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes 9/12/13 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: 9/12/13

ations

of the In-Home Supportive Services Advisory Board to meet the mandates of AB 1682 by establishing a non-profit consortium as the employer of record for IHSS providers, to include local representation in their service delivery and that the County continue to explore a small contract mode of service for special needs clients. Motion carried unanimously, with Supervisors Arcularius and Lent absent.

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On a motion by Supervisor Hambleton and a second by Supervisor Bear, Resolution No. 2002-53 was adopted setting the property tax rates for FY 2002-03 per California Government Code Section 29100; motion unanimously passed and adopted, with Supervisors Arcularius and Bear absent.

BofS/Minute Approval

The minutes of the August 13, 2002, meeting were pulled from consideration at the request of the Assistant Clerk of the Board. Moved by Supervisor Hambleton and seconded by Supervisor Bear to approve the minutes of the August 20, 2002, Board of Supervisors Meeting. Motion carried unanimously, with Supervisors Arcularius and Lent absent.

District/So. Inyo Fire Protection District Parcel Collection Fee

The County Administrator provided additional information and further explanation on the request by the Southern Inyo Fire Protection District for the parcel collection fee to be set at 1.5% for the next two years. Mr. Mendez explained that the parcel collection fee is the amount each district pays the County for collection of special assessments for the District. He also explained that the fee is normally $5.00 per parcel. The County Administrator and the Auditor-Controller, Mr. George Holland, explained the difference between the parcel collection fee and the property tax administration fee, which covers the costs of the Auditor, Tax Collector and Assessors functions as they relate to the districts. The County Administrator clarified that the waiver of the fee would be appropriate and not precedent setting because this is a new district and the reduced collection fee would provide the District with some assurance of success as it starts up operations. Mr. Mendez provided the Board with a brief history of other actions by Board's in which waivers were granted, citing the most recent being a 4 year assessment by the Southern Inyo Hospital District in which the fee was waived. In response to questions from the Board regarding the amount of the difference, the Auditor explained that the boundaries of the district encompass more parcels than any other district in the County and the $5 fee equates to about $13,000 and the 1.5% fee equates to about $1,300. Mr. Holland provided additional information regarding the property tax administration fee. Moved by Supervisor Hambleton and seconded by Supervisor Bear to approve a 1.5% per parcel collection fee to be levied against SIFPD for collecting emergency services assessments for the next two years. Motion carried unanimously, with Supervisors Arcularius and Lent absent.

INYO BOS MINUTES SEPT. 3 2002

Board Members and Staff Reports

The Board Members reported on their activities during the preceding week, including a Prop 10 Meeting, the LTC Meeting, and a situation which arose on Friday regarding opposing damaging legislation which would effect the CR Briggs Mining operation. The the County Administrator provided the Board with a copy of the letter sent by the County opposing SB 483, and other information pertaining to SB 1828 and SB 483.

Closed Session.

The Chairperson recessed open session at 11: 40 a.m., to convene in closed session, with all Board Members present, except Supervisors Arcularius and Lent to discuss Agenda Items No. 17. ***CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code Section 54957.6)*** - Instructions to Negotiators re: wages, salaries and benefits – Employee Organization - ICEA - Negotiators - County Administrator and Personnel Analyst; No. 18. ***CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code Section 54957.6)*** - Instructions to Negotiators re: wages, salaries and benefits – Employee Organization - Elective Officials Assistant Association (EOAA) - Negotiators - County Administrator and Personnel Analyst; and No. 19. ***PERSONNEL (Pursuant to Government Code Section 54957)*** - Public Employment - Title: Director of

MINUTES

County of Inyo
Board of Supervisors

August 9, 2005

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 9:00 a.m., on Tuesday, August 9, 2005, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Ted Williams presiding, Linda Arcularius, Susan Cash, Jim Bilyeu, and Richard Cervantes. Supervisor Cervantes provided the Invocation, and Supervisor Cash led the Pledge of Allegiance.

Public Comment

The Chairperson announced the public comment period. Supervisor Cervantes read a letter into the record commend that Staff at Diaz Lake. Supervisor Arcularius thanked Supervisor Cash for acknowledging Maxine Ordway during the Pledge of Allegiance and asked that today's meeting be adjourned in memory of Maxine Ordway, who recently passed away and whose love of this nation was reflected in the way she lived her life.

County Dept. Reports

The Chairperson announced the County Department Report period and there were no reports forthcoming.

~~District/Southern Inyo Healthcare District Election Consolidation~~

Mr. Dick Gehring, Acting Southern Inyo Hospital Administrator, reviewed the request from the Hospital District to consolidate the District Special Election with the November 8, 2005, Special Election. The Board and Mr. Gehring discussed the District's intent with regard to the request for the waiver of election costs and collection fees in perpetuity. Mr. Gehring explained that it was the District's intent that the election costs for this specific election would be waived, as well as the fee for the collection of this tax for as long as this assessment is in place. Mr. Gehring explained that the District intended to keep the parcel tax in place until it was no longer required. Several motions were made and withdrawn as the Board discussed how best to state their intent with regard to this request. It was noted by the Board that their actions with regard to the waiver of election costs and collection fees demonstrate the Board's support for the hospital and their desire to help the hospital successfully institute a parcel tax.

Moved by Supervisor Bilyeu and seconded by Supervisor Cervantes to A) authorize the consolidation of the District's Special Election with the Special Statewide Election to be held November 8, 2005; B) waive the costs of this election in perpetuity; and C) waive the collection fee costs associated with this parcel tax for as long as this tax is in place. Motion carried unanimously.

District/O.V. School Election Consolidation

Supervisor Arcularius asked for clarification on the notation that this Bond Measure only needs to pass with a 50% plus one vote margin. County Counsel explained that the State constitution was amended to reflect that school bond issues did not require a super majority for passage. Moved by Supervisor Bilyeu and seconded by Supervisor Cervantes to authorize the consolidation of the District's Election Authorizing the Issuance of School Bonds with the Special Statewide Election to be held November 8, 2005. Motion carried unanimously.

BofS/L.P. Church of the Nazarene

Mr. Bruce Branson, representing the Church of the Nazarene, reviewed the Church's request to have their water system service charge waived. Mr. Ron Chegwidden, Acting Public Works Director, addressed the Board to say that the Department was not recommending the Board waive this charge for the Church of the Nazarene, explaining that he felt it would set a precedent, and that Staff is unaware of utilities and special districts waiving their fees for non-profit organizations. In response to a question from Supervisor Cash, Mr. Chegwidden explained that he was unaware of how many 501(c)3 corporations were served by the Water Systems and might be affected by waiving the service charge. He went to explain that the church is billed at the commercial rate because of the type of activity, i.e., not a domestic use, and based upon the size of the lateral connection. Supervisor Arcularius expressed a concern regarding the separation of church and state and what would happen if General Fund money was needed to maintain the town water systems operations. Mr. Paul Bruce, County Counsel clarified how the separation of church and state would apply in that instance. Supervisor Cervantes, indicated his support of the request, reiterating his position that the Long Term Water Agreement is not being adhered to with regard to

Southern Inyo Fire Protection District

PO Box 51, Tecopa, CA 92389 • Phone & Fax (760) 852-4130

Pat Gunsolly
Assistant Clerk of the Board of Supervisors, County of Inyo
224 N Edwards St
Independence, CA 93526

July 1, 2013

Dear Ms. Gunsolley,

As per suggestions made during our last presentation to the Inyo County Board of Supervisors, we have created a new resolution and respectfully request that it be submitted to the Board for consideration as soon as possible.

While Chief Levy is on vacation, I will be the contact person for any questions regarding the resolution. My email address is: rkflinchum@earthlink.net. My phone number is: (760) 852-4941. If you could let us know as soon as the item has been scheduled, we would be most grateful as we need to make travel arrangements.

Thank you very much for your time and attention,

Robin Flinchum,
Governing Board Chair, Southern Inyo Fire Protection District

Southern Inyo Fire Protection District
PO Box 51, Tecopa, CA 92389 ▪ Phone & Fax (760) 852-4130

A Resolution of the Board of Directors of The Southern Inyo Fire Protection District

Whereas: The Southern Inyo Fire Protection District was formed pursuant to a resolution of the Inyo County Board of Supervisors on August 10, 1993, and;

Whereas: The Southern Inyo Fire Protection District is subject to the provisions of the Fire District Law of 1987 (Health and Safety Code 13800, et seq.), and;

Whereas: The Southern Inyo Fire Protection District's sole source of tax revenue is a Special Tax approved by district voters November 6, 2001 (Measure J), and;

Whereas: The County of Inyo collects Measure J taxes and deposits tax revenues into the county treasury for the use of the District, (Health and Safety Code 13899) and;

Whereas: The county of Inyo may deduct its costs for this service, (Health and Safety Code 13899 and Measure J) and;

Whereas: The staff and Board of Southern Inyo Fire Protection District perform all Measure J annual appraisals including data entry, and;

Whereas: The Southern Inyo Fire Protection District is currently charged five (5) dollars per parcel (approx. 14% of total tax revenue) by Inyo County for the collection of Measure J monies, and;

Whereas: The Inyo County Auditor has not determined the actual cost incurred to collect Measure J monies for the District, and the five (5) dollar per parcel fee can not reflect the county's actual costs for collection, and:

Whereas: The Inyo county Board of Supervisors granted to Southern Inyo Fire Protection District a reduction of the collection fee, for a period of two (2) years, to an amount equal to one and one half percent (1.5%) of the total tax collected, (Inyo County Board of Supervisors Minutes, September 3, 2002) and;

Whereas: The fee reduction was received for only one (1) year, and;

Whereas: Inyo County has charged Southern Inyo Fire Protection District the five dollar ($5) per parcel fee for collection of Measure J monies from FY 2003-2004 to present, and;

Therefore : Be it resolved that the Southern Inyo Fire Protection District Board of Directors does hereby petition the Inyo County Board of Supervisors to; 1) Reimburse the District in an amount equal to the difference between the one and one half percent (1.5%) and the actual fee charged for FY 2003-2004, and; 2) Reduce the collection fee charged to the District to an amount equal to one and one half percent (1.5%) of the total tax collected until the Inyo County Board of Supervisors adopts a fee schedule that reflects the actual costs to the county for collection of Measure J monies.

Adopted at the SIFPD Board Meeting, June 20, 2013

AYES: Marks, Noel, Sanborn, Flinchum

NOS:

ABSENT: Regnell

Health and Safety Code, Sec. 13899: All taxes and assessments levied under this chapter shall be computed and entered on the county assessment roll and collected at the same time and in the same manner as other county taxes. When collected, the taxes and assessments shall be paid into the county treasury for the use of the district. Except as provided in Section 13854, the county may deduct its costs for this service pursuant to Section 29142 of the Government Code.

Southern Inyo Fire Protection District Measure J, Section 5: <u>Tax Collection.</u> The Special Emergency Response Services Tax shall be collected on behalf of the District by the County of Inyo in the same manner and subject to the same penalties, interest, fees, and costs as, or with, other charges and taxes fixed and collected by the County. The County may deduct its reasonable costs incurred for such service before remitting the balance of the proceeds to the District.

COUNTY OF INYO

ACT001A - 4 YEAR ACTUALS COMPARISON

Drilldown is based on ENTIRE fiscal year availability

AS OF DATE: 04/02/2013		2002 ACTUAL 6/30	2003 ACTUAL 6/30	2004 ACTUAL 6/30	2005 ACTUAL 6/30
834001 S INYO EMERGENCY RESPONSE					
REVENUES					
4301	INTEREST FROM TREASURY	24.37	442.48	711.66	1,178.90
	REV USE OF MONEY & PROPERTY	24.37	442.48	711.66	1,178.90
4498	STATE GRANTS	2,619.95	26,134.08	51,054.00	0.00
4555	FEDERAL GRANTS	27,903.00	20,000.00	25,381.17	96,325.00
4599	OTHER AGENCIES	0.00	6,841.19	0.00	0.00
	AID FROM OTHER GOVT AGENCIES	30,522.95	52,975.27	76,435.17	96,325.00
4747	INSURANCE PAYMENTS	0.00	997.93	0.00	0.00
4811	ASSESSMENTS	0.00	86,437.89	73,246.55	73,211.45
4816	AMBULANCE SERVICE	3,196.12	19,490.92	19,874.65	13,207.79
4819	SERVICES & FEES	2,461.68	0.00	0.00	0.00
4825	OTHER CURRENT CHARGES	0.00	0.00	25.00	0.00
	CHARGES FOR CURRENT SERVICES	5,657.80	106,926.74	93,146.20	86,419.24
4951	DONATIONS	816.00	225.38	4.74	651.00
4959	MISCELLANEOUS REVENUE	0.00	0.00	0.00	4,751.31
	OTHER REVENUE	816.00	225.38	4.74	5,402.31
TOTAL REVENUES		37,021.12	160,569.87	170,297.77	189,325.45
EXPENSES					
5001	SALARIED EMPLOYEES	0.00	0.00	22,000.00	25,800.00
5021	RETIREMENT & SOCIAL SECURITY	0.00	0.00	1,683.00	1,836.00
	SALARIES & BENEFITS	0.00	0.00	23,683.00	27,636.00
5112	PERSONAL & SAFETY EQUIPMENT	0.00	12,361.92	10,171.95	10,655.00
5154	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	735.00
5158	INSURANCE PREMIUM	1,265.00	0.00	8,557.86	2,828.00
5171	MAINTENANCE OF EQUIPMENT	2,114.08	3,888.67	3,389.36	13,167.14
5173	MAINTENANCE OF EQUIPMENT-MATER	0.00	4,178.65	14,139.29	2,398.82
5199	MAINT OF STRUCTURES-MATERIALS	0.00	90.37	1,097.83	891.12
5201	MEDICAL, DENTAL & LAB SUPPLIES	0.00	23.00	0.00	0.00
5232	OFFICE & OTHER EQUIP < $5,000	0.00	7,258.48	3,546.36	1,709.86
5263	ADVERTISING	0.00	0.00	77.28	0.00
5265	PROFESSIONAL & SPECIAL SERVICE	14,902.71	11,998.60	11,350.92	14,094.20
5301	SMALL TOOLS & INSTRUMENTS	0.00	0.00	3,942.82	11,515.61
5311	GENERAL OPERATING EXPENSE	7,617.70	59,452.03	8,317.86	21,976.10
5331	TRAVEL EXPENSE	0.00	407.33	2,052.74	2,131.04
5351	UTILITIES	942.82	421.60	1,121.48	1,832.83
	SERVICES & SUPPLIES	26,842.31	100,080.65	67,765.75	83,934.72
5152	WORKERS COMPENSATION	2,527.46	2,497.91	3,957.51	8,636.65
5155	PUBLIC LIABILITY INSURANCE	3,856.00	3,807.26	0.00	0.00
	INTERNAL CHARGES	6,383.46	6,305.17	3,957.51	8,636.65
5613	BUILDINGS	0.00	0.00	0.00	14,663.60
5662	COMMUNICATIONS	7,135.00	0.00	0.00	0.00
5668	HEAVY EQUIPMENT	0.00	0.00	2,116.00	98,575.00
5670	OTHER EQUIPMENT > $5,000	4,072.98	13,278.68	4,155.33	0.00
5674	VEHICLES	0.00	5,000.00	0.00	0.00
	FIXED ASSETS	11,207.98	18,278.68	6,271.33	113,238.60
TOTAL EXPENSES		44,433.75	124,664.50	101,677.59	233,445.97

COUNTY OF INYO

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of the In-Home Supportive Services Advisory Board to meet the mandates of AB 1682 by establishing a non-profit consortium as the employer of record for IHSS providers, to include local representation in their service delivery and that the County continue to explore a small contract mode of service for special needs clients. Motion carried unanimously, with Supervisors Arcularius and Lent absent.

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COUNTY OF INYO Verbose Account Directors' Report with Encumbrance 07/01/2003-06/30/2004 Page 1
TUE, JAN 11, 2005, 3:06 PM --req: BB0343----leg: GL ----loc: AUD-------job: 1027282 #S241---prog: GL508 <1.67>--report id: GLPDEN01

SORT ORDER: OBJECT within BUDUNIT within BUDUNIT Director's Name

SELECT BUDGET UNIT: 834001
BUDGET: WORKING; OBJECT and Budgets shown

BUDUNIT BUDUNIT Title Director
834001 S INYO EMERGENCY RESPONSE

OBJECT	OBJT Trans. Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account To Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget	Note
4301	INTEREST FROM TREASU	07/01/03	Prior	0.00	0.00	0.00	200.00	200.00		
	JE QUARTERLY INTERES	09/30/03	INTEREST	63.61						
	JE QUARTERLY INTERES	01/08/04	INTEREST	117.63						
	JE LAIF INTEREST ALL	01/20/04	INTEREST	151.71						
	JE QUARTERLY INTERES	04/16/04	INTEREST	86.34						
	JE INTEREST ACCRUAL	06/27/04	INTEREST	292.37						
4301	* Total for OBJECT *		*Total*	711.66*	0.00*	711.66*	200.00*	-511.66 *	355.8	OVER
4498	STATE GRANTS	07/01/03	Prior	0.00	0.00	0.00	50,000.00	50,000.00		
	CR SOUTHERN INYO F R	04/12/04	CR032534	14,901.85						
	CR SO INYO FIRE DI R	05/07/04	CR032827	20,729.28						
	CR AUDITOR-CONTROL R	06/24/04	CR033264	15,422.87						
4498	* Total for OBJECT *		*Total*	51,054.00*	0.00*	51,054.00*	50,000.00*	-1,054.00 *	102.1	OVER
4555	FEDERAL GRANTS	07/01/03	Prior	0.00	0.00	0.00	59,400.00	59,400.00		
	JE PLACE DOE FUNDS T	08/14/03	030153	25,381.17						
4555	* Total for OBJECT *		*Total*	25,381.17*	0.00*	25,381.17*	59,400.00*	34,018.83 *	42.7	
4599	OTHER AGENCIES	07/01/03	Prior	0.00	0.00	0.00	10,000.00	10,000.00		
4599	* Total for OBJECT *		*Total*	0.00*	0.00*	0.00*	10,000.00*	10,000.00 *		
4753	SEWER SERVICE/CONNEC	07/01/03	Prior	0.00	0.00	0.00				
	JE Secured Assessmen	07/15/03	SECASS1%	873.11						
	JE Teeter 55%	12/17/03	030915	47,440.80						
	JE SECASS1% 07/15/03	03/18/04	031550	-873.11						
	JE TEETER 55% 12/17/	03/18/04	031551	-47,440.80						
4753	* Total for OBJECT *		*Total*	0.00*	0.00*	0.00*	0			
4811	ASSESSMENTS	07/01/03	Prior	0.00	0.00	0.00	80,000.00	80,000.00		
	JE SECASS1% 07/15/03	03/18/04	031550	873.11						
	JE TEETER 55% 12/17/	03/18/04	031551	47,440.80						
	JE TEETER 40% DISTRI	04/14/04	TEETR40%	21,482.40						
	JE TEETER 4%	06/28/04	032272	3,450.24						
4811	* Total for OBJECT *		*Total*	73,246.55*	0.00*	73,246.55*	80,000.00*	6,753.45 *	91.6	
4816	AMBULANCE SERVICE	07/01/03	Prior	0.00	0.00	0.00	25,000.00	25,000.00		
	CR SI FIRE PROTECT R	07/07/03	CR029827	1,183.00						
	CR SOUTHERN INYO F R	09/02/03	CR030374	188.79						
	CR SOUTHERN INYO F R	09/02/03	CR030374	757.90						
	CR SOUTHERN INYO F R	09/02/03	CR030374	1,261.21						

COUNTY OF INYO Verbose Account Directors' Report with Encumbrance 07/01/2003-06/30/2004 Page 1
TUE, JAN 11, 2005, 3:06 PM --req: BB0343----leg: GL ----loc: AUD-------job: 1027282 #S241---prog: GL508 <1.67>--report id: GLPDEN01

SORT ORDER: OBJECT within BUDUNIT within BUDUNIT Director's Name

SELECT BUDGET UNIT: 834001
BUDGET: WORKING; OBJECT and Budgets shown

BUDUNIT BUDUNIT Title Director
834001 S INYO EMERGENCY RESPONSE

OBJECT	OBJT Trans. Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account To Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget	Note
4301	INTEREST FROM TREASU	07/01/03	Prior	0.00	0.00	0.00	200.00	200.00		
	JE QUARTERLY INTERES	09/30/03	INTEREST	63.61						
	JE QUARTERLY INTERES	01/08/04	INTEREST	117.63						
	JE LAIF INTEREST ALL	01/20/04	INTEREST	151.71						
	JE QUARTERLY INTERES	04/16/04	INTEREST	86.34						
	JE INTEREST ACCRUAL	06/27/04	INTEREST	292.37						
4301	* Total for OBJECT *		*Total*	711.66*	0.00*	711.66*	200.00*	-511.66 *	355.8	OVER
4498	STATE GRANTS	07/01/03	Prior	0.00	0.00	0.00	50,000.00	50,000.00		
	CR SOUTHERN INYO F R	04/12/04	CR032534	14,901.85						
	CR SO INYO FIRE DI R	05/07/04	CR032827	20,729.28						
	CR AUDITOR-CONTROL R	06/24/04	CR033264	15,422.87						
4498	* Total for OBJECT *		*Total*	51,054.00*	0.00*	51,054.00*	50,000.00*	-1,054.00 *	102.1	OVER
4555	FEDERAL GRANTS	07/01/03	Prior	0.00	0.00	0.00	59,400.00	59,400.00		
	JE PLACE DOE FUNDS T	08/14/03	030153	25,381.17						
4555	* Total for OBJECT *		*Total*	25,381.17*	0.00*	25,381.17*	59,400.00*	34,018.83 *	42.7	
4599	OTHER AGENCIES	07/01/03	Prior	0.00	0.00	0.00	10,000.00	10,000.00		
4599	* Total for OBJECT *		*Total*	0.00*	0.00*	0.00*	10,000.00*	10,000.00 *		
4753	SEWER SERVICE/CONNEC	07/01/03	Prior	0.00	0.00	0.00				
	JE Secured Assessmen	07/15/03	SECASS1%	873.11						
	JE Teeter 55%	12/17/03	030915	47,440.80						
	JE SECASS1% 07/15/03	03/18/04	031550	-873.11						
	JE TEETER 55% 12/17/	03/18/04	031551	-47,440.80						
4753	* Total for OBJECT *		*Total*	0.00*	0.00*	0.00*	*			
4811	ASSESSMENTS	07/01/03	Prior	0.00	0.00	0.00	80,000.00	80,000.00		
	JE SECASS1% 07/15/03	03/18/04	031550	873.11						
	JE TEETER 55% 12/17/	03/18/04	031551	47,440.80						
	~~JE TEETER 40% DISTRI~~	~~04/14/04~~	~~TEETR40%~~	~~21,482.40~~						
	JE TEETER 4%	06/28/04	032272	3,450.24						
4811	* Total for OBJECT *		*Total*	73,246.55*	0.00*	73,246.55*	80,000.00*	6,753.45 *	91.6	
4816	AMBULANCE SERVICE	07/01/03	Prior	0.00	0.00	0.00	25,000.00	25,000.00		
	CR SI FIRE PROTECT R	07/07/03	CR029827	1,183.00						
	CR SOUTHERN INYO F R	09/02/03	CR030374	188.79						
	CR SOUTHERN INYO F R	09/02/03	CR030374	757.90						
	CR SOUTHERN INYO F R	09/02/03	CR030374	1,261.21						

SORT ORDER: OBJECT within BUDUNIT within BUDUNIT Director's Name

SELECT BUDGET UNIT: 834001

BUDUNIT	BUDUNIT Title	Director
834001	S INYO FIRE PROTECT DISTRICT	

OBJECT	OBJECT Trans. Desc.	Date	Reference	2nd Ref.	Transaction	Account To-Date	WORKING Budget	(Over)/Under Budg to Act.	% of Budget	Note
4301	INTEREST FROM TREASUR			*Prior*		0.00				
	QUARTERLY INTEREST	09/30/02	INT 09/2002		26.14					
	QUARTERLY INTEREST	12/31/02	INTEREST		78.42					
	QUARTERLY INTEREST	04/03/03	INTEREST		120.54					
	QUARTERLY INTEREST	06/30/03	INTEREST		217.38					
	* Total OBJT 4301 *			*Total*	442.48*	442.48*	0.00*	-442.48*		OVER
4498	STATE GRANTS			*Prior*	0.00*	0.00*				
	REIMB INV#40 & 4/1/02	10/11/02	020539		17,466.10					
	REIMBURSE DOE GRANT 1	02/05/03	021177		3,468.15					
	CORRECTG WARR#4027284	04/08/03	021555		5,199.83					
	* Total OBJT 4498 *			*Total*	26,134.08*	26,134.08*	0.00*	-26,134.08*		OVER
4555	FEDERAL GRANTS			*Prior*	0.00*	0.00*				
	AUDITOR-CONTROL RECEI	10/03/02	CR027478		20,000.00					
	* Total OBJT 4555 *			*Total*	20,000.00*	20,000.00*	0.00*	-20,000.00*		OVER
4599	OTHER AGENCIES			*Prior*	0.00*	0.00*				
	CORR JE#020881 12/16/	01/08/03	020991		6,841.19					
	* Total OBJT 4599 *			*Total*	6,841.19*	6,841.19*	0.00*	-6,841.19*		OVER
4747	INSURANCE PAYMENTS			*Prior*	0.00*	0.00*				
	S. INYO FIRE PR RECEI	07/29/02	AR026973		780.33					
	S. INYO FIRE PR RECEI	07/29/02	AR026973		217.60					
	* Total OBJT 4747 *			*Total*	997.93*	997.93*	0.00*	-997.93*		OVER
4753	SEWER SERVICE/CONNECTION FEES			*Total*	0.00*	0.00*	0.00*	0.00*		
4811	ASSESSMENTS			*Prior*	0.00*	0.00*	87,311.00*	87,311.00*		
	DISTRIBUTE CY ASSESSM	12/16/02	020876		48,021.05					
	Distribute CY Assessm	04/14/03	ASSESS		34,924.40					
	DISTRIB CY ASSESMNT P	06/26/03	022037		3,492.44					
	* Total OBJT 4811 *			*Total*	86,437.89*	86,437.89*	87,311.00*	873.11*	99.0%	
4816	AMBULANCE SERVICE			*Prior*	0.00*	0.00*				

SORT ORDER: OBJECT within BUDUNIT within BUDUNIT Director's Name

SELECT BUDGET UNIT: 834001

BUDUNIT	BUDUNIT Title	Director
834001	S INYO FIRE PROTECT DISTRICT	

OBJECT	OBJECT Trans. Desc.	Date	Reference	2nd Ref.	Transaction	Account To-Date	WORKING Budget	(Over)/Under Budg to Act.	% of Budget	Note
4301	INTEREST FROM TREASUR			*Prior*		0.00				
	QUARTERLY INTEREST	09/30/02	INT 09/2002		26.14					
	QUARTERLY INTEREST	12/31/02	INTEREST		78.42					
	QUARTERLY INTEREST	04/03/03	INTEREST		120.54					
	QUARTERLY INTEREST	06/30/03	INTEREST		217.38					
	* Total OBJT 4301 *			*Total*	442.48*	442.48*	0.00*	-442.48*		OVER
4498	STATE GRANTS			*Prior*	0.00*	0.00*				
	REIMB INV#40 & 4/1/02	10/11/02	020539		17,466.10					
	REIMBURSE DOE GRANT 1	02/05/03	021177		3,468.15					
	CORRECTG WARR#4027284	04/08/03	021555		5,199.83					
	* Total OBJT 4498 *			*Total*	26,134.08*	26,134.08*	0.00*	-26,134.08*		OVER
4555	FEDERAL GRANTS			*Prior*	0.00*	0.00*				
	AUDITOR-CONTROL RECEI	10/03/02	CR027478		20,000.00					
	* Total OBJT 4555 *			*Total*	20,000.00*	20,000.00*	0.00*	-20,000.00*		OVER
4599	OTHER AGENCIES			*Prior*	0.00*	0.00*				
	CORR JEN020881 12/16/	01/08/03	020991		6,841.19					
	* Total OBJT 4599 *			*Total*	6,841.19*	6,841.19*	0.00*	-6,841.19*		OVER
4747	INSURANCE PAYMENTS			*Prior*	0.00*	0.00*				
	S. INYO FIRE PR RECEI	07/29/02	AR026973		780.33					
	S. INYO FIRE PR RECEI	07/29/02	AR026973		217.60					
	* Total OBJT 4747 *			*Total*	997.93*	997.93*	0.00*	-997.93*		OVER
4753	SEWER SERVICE/CONNECTION FEES			*Total*	0.00*	0.00*	0.00*	0.00*		
4811	ASSESSMENTS			*Prior*	0.00*	0.00*	87,311.00*	87,311.00*		
	DISTRIBUTE CY ASSESSM	12/16/02	020876		48,021.05					
	Distribute CY Assessm	04/14/03	ASSESS		34,924.40					
	DISTRIB CY ASSESMNT P	06/26/03	022037		3,492.44					
	* Total OBJT 4811 *			*Total*	86,437.89*	86,437.89*	87,311.00*	873.11*	99.0%	
4816	AMBULANCE SERVICE			*Prior*	0.00*	0.00*				