

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.

June 10, 2014

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: IHSS – Negotiators: Jean Turner, Director of Health and Human Services, Sue Dishion, Deputy Personnel Director, Employer of Records, Ann Parkinson Noda and Bill May.
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
8. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

9. **REAL PROPERTY NEGOTIATIONS (CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE §54956.8)** – Property: APN: 001-1150-16, 150 North Hanby Avenue, Bishop, California; and APN 001-065-17, 586 Central Avenue Bishop, CA, and APN 001-065-16, 596 Central Avenue, Bishop, California, Negotiating Parties: Kevin Carunchio, County Administrator; Jean Turner, Director of Health and Human Services, and Clint Quilter, Public Works Director – Negotiations: Terms and Conditions.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

10. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
11. **PUBLIC COMMENT**
12. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
13. **INTRODUCTION** – Ms. Jen Mann, Public Health Director, will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

HEALTH AND HUMAN SERVICES

14. **Social Services** – Request approval of the Contract between the County of Inyo and Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed \$125,000, for the period of July 1, 2014, through June 30, 2015, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.

WATER DEPARTMENT

15. Request Board declare Stanislaus Farm Supply as a sole source vendor of herbicide and oil diluent; and approve the purchase of 200 gallons of Garlon 4 Ultra herbicide and 600 hundred gallons of Improved JLB Oil Plus with dye, for saltcedar control, from Stanislaus Farm Supply, in an amount not to exceed \$32,400, including tax.

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

16. **HEALTH AND HUMAN SERVICES** – Request Board ratify the revised Contract between the County of Inyo and the California Department of Public Health for the provision of Immunization Outreach in an amount not to exceed \$112,544 for the period of July 1, 2013 through June 30, 2017, contingent upon the Board's approval of future budgets; and authorize the Director of Health and Human Services to sign the Agreement and Certification Regarding Lobbying.
17. **HEALTH AND HUMAN SERVICES – Inyo County Growing Older Living with Dignity and ESAAA** – Request Board A) ratify the County Administrator's emergency authorization to hire one A-Par Senior Citizen Specialist III; and B) find that consistent with the adopted Authorized Position Review Policy (a) the availability of funding for the position of Senior Citizen Specialist exists in the ESAAA and IC Gold budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; (b) the position has been filled off of an existing eligibility list by an internal candidate; and (c) authorize the hiring of one A-Par Senior Citizen Specialist III at Range 050PT (\$14.81 - \$17.21 per hour).
18. **WATER DEPARTMENT** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the seasonal Field Assistant positions exists as certified by the Water Director, and concurred with by the County Administrator and the Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, therefore an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of eight seasonal Field Assistant I's at Range 050PT (\$14.18 - \$17.21 per hour) for the period of October 13, 2014 through March 11, 2015, contingent upon adoption of the FY 2014/15 budget.
19. **WATER DEPARTMENT** – Request consideration of correspondence to the City of Los Angeles regarding coordination between the County and the City of Los Angeles on legislation currently under consideration by the State; and authorize the Chairperson to sign.

20. **PLANNING** – Request Board receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input; and review and reauthorize the Chairperson to sign a Memorandum of Understanding in regards thereto.
21. **COUNTY ADMINISTRATOR – Parks and Recreation** – Request Board conduct a workshop with staff on the Tecopa Hot Springs Campground and Pools.
22. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of A) the Regular Meeting of May 27, 2014; B) the Special Meeting of June 2, 2014; and C) the Adjourned Special Meeting of June 4, 2014.

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

- 11:00 a.m. 23. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board conduct a workshop on the Mental Health Services Act Innovations Plan.
- 11:30 a.m. 24. **PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN** – Request Board conduct a workshop regarding PA/PG services and case load.

CORRESPONDENCE - ACTION

25. **CITY OF BISHOP** – Request Board consolidate the General Municipal Election with the Statewide General Election to be held Tuesday, November 4, 2014.

BOARD MEMBERS AND STAFF REPORTS

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

26. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: HEALTH & HUMAN SERVICES - Social Services

FOR THE BOARD MEETING OF: June 10, 2014

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

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed \$125,000.00, for the period of July 1, 2014, through June 30, 2015, contingent upon the Board's adoption of FY 2014/2015, budget, and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County of Inyo has successfully contracted with the Inyo County Superintendent of Schools for the services provided through Child Care Connection for over fifteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized provider. This program also assists newly employed parents to keep their child care relationship as long as they are eligible, and then move them to other funding sources as possible. We wish to continue this contract relationship for the 2014/2015 year.

ALTERNATIVES:

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

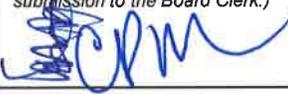
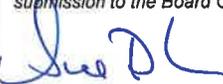
OTHER AGENCY INVOLVEMENT:

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

FINANCING:

The funding allocation is 100% State and Federal funds. This contract is budgeted in Social Services (055800) in Professional Services (5265). No County General funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u></u> Date: <u>5/12/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>5/16/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>5/16/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-27-14

ATTACHMENT A

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

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCOPE OF WORK:

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

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats. 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division I, Chapters 19 and 19.5, DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to the local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICSOS will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICSOS and the County will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.

ATTACHMENT B

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

TERM:

FROM: July 1, 2014

TO: June 30, 2015

SCHEDULE OF FEES:

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed quarterly on or before the following dates:
 - October 15, 2014
 - January 15, 2015
 - April 15, 2015
 - July 15, 2015



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: WATER DEPARTMENT/SALT CEDAR PROJECT

FOR THE BOARD MEETING OF: June 10, 2014

SUBJECT: PURCHASE OF HERBICIDE AND OIL DILUENT

DEPARTMENTAL RECOMMENDATION:

It is requested that your Board declare Stanislaus Farm Supply as a sole source vendor and approve the purchase of:

- Two hundred (200) gallons of Garlon 4 Ultra herbicide and six hundred (600) gallons of Improved JLB Oil Plus, with dye, from Stanislaus Farm Supply.

The total amount of the purchase order will be \$32,400.00 including tax; this purchase will be for use in the control of saltcedar.

SUMMARY DISCUSSION:

The Salt Cedar Control Program has the need to purchase herbicide and diluent for the ongoing control of saltcedar. The Water Department went out to bid for the herbicide and oil products. No bids were received. During the past seventeen years, Silverado Ranch Supply has consistently submitted bids. After researching why Silverado Ranch Supply did not submit a bid, it was determined that Silverado Ranch Supply was bought out by Stanislaus Farm Supply and all correspondence with Silverado Ranch Supply did not get forwarded to Stanislaus Farm Supply. The following quote was received from Stanislaus Farm Supply after the formal bidding process closed. The Water Department requests that Stanislaus Farm Supply as a sole source vendor be awarded the purchase order for the following products in the amounts shown above:

Vendor	Garlon 4 Ultra Per 2.5 Gallon Container	Improved JLB Oil Plus Per 15 Gallon Container
Stanislaus Farm Supply	262.50	\$600.00

ALTERNATIVES:

Not authorize the purchase order and require re-bidding of the chemicals.

OTHER AGENCY INVOLVEMENT:

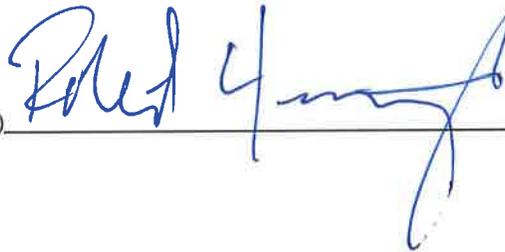
Purchasing and Auditor-Controller

FINANCING:

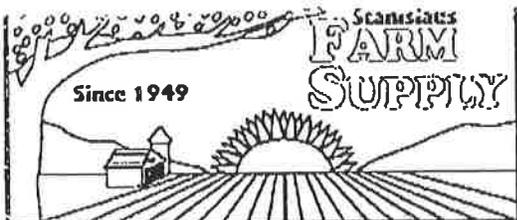
There are sufficient funds in the Saltcedar Project Budget Unit (024502) and Wildlife Conservation Grant (621700), General Operating (5311) to cover these purchases.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/28/2014</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 5/30/14



Modesto, CA 95358-1150

Phone (209) 538-7070

Fax (209) 541 3191

671 S. Highway 50 QUOTATION

Merced, CA 95341-6928

Phone (209) 723-0704

FAX (209) 723-0704 DATE: 05/21/14

PO .:

CUSTOMER: 10166

QUOTE BY: TRW

PERMIT#.: 14-12-1400136

QUOTE...: 5028

SLS REP: NV01

SITE...: SIL

QUOTE TO: COUNTY OF INYO WATER DEPT
PO BOX 337
INDEPENDENCE, CA 93526

SHIP TO: COUNTY OF INYO WATER DEPT
135 S JACKSON ST
INDEPENDENCE, CA 93526
RICK PASCAR

TERMS: NET 90 DAYS

VIA: DELIVERED

LN	#QUOTED	UOM	STOCK/ITEM#	DESCRIPTION	TK?	PRICE	#DISC	\$DISC	AMOUNT
1	40	15G	1415G7B	ADJU, OIL 15G JLB IMPROVED OIL PLUS DILUENT WITH RED DYE	Y	225.0000	0	0.00	9000.00
2	0	EA	C	60G GALLONS, SHIPPED IN 40 X 150AL SIZE DRUMS	N			0.00	0.00

JLB OIL FROM
BREWER INTERNATIONAL

SUBTOTAL TAXABLE: 9000.00
SALES TAX: 720.00
TOTAL QUOTE: 9720.00

DATE
5/21/14

STANISLAUS FARM SUPPLY
624 E. SERVICE RD
MODESTO, CA 95358

Tony WEATHERS

PHONE: 209-541-3150

PRICES GOOD UNTIL AUGUST 15, 2014



Modesto, CA 95358-9450

Phone (209) 538-7070

Fax (209) 541-3191

• 671 S. Highway 99

Merced, CA 95341-6928

Phone (209) 723-0704

FAX (209) 723-0704 DATE: 05/21/14

PO . :

CUSTOMER: 10166

QUOTE BY: TRW

PERMIT#: 14-12-1400136

QUOTE...: 5029

SLS REP: NV01

SITE...: SIL

QUOTE TO: COUNTY OF INYO WATER DEPT
PO BOX 337
INDEPENDENCE, CA 93526

SHIP TO: COUNTY OF INYO WATER DEPT
135 S JACKSON ST
INDEPENDENCE, CA 93526
RAY PASCAR

TERMS: NET 90 DAYS

VIA: DELIVERED

LN	#QUOTED	UOM	STOCK/ITEM#	DESCRIPTION	TK?	PRICE	%DISC	\$DISC	AMOUNT
1	80	2.50	2099GGU	HERB, CARLON 4 2.50 ULTRA SPECIALTY HERBICIDE DOW EFAN 62719-527	Y	162.9000	0	0.00	11000.00
2	0	EA	C	200 GALLONS SHIPPED IN 80 X 2.5GAL SIZE CONTAINERS	N			0.00	0.00

GARLON 4 ULTRA FROM
DOW AGROSCIENCE

SUBTOTAL TAXABLE: 11000.00
SALES TAX: 1600.00
TOTAL QUOTE: 12600.00

DATE
5/21/14

STANISLAUS FARM SUPPLY
624 E. SERVICE RD
MODESTO, CA 95358

TONY WEATHERLED

PHONE # 209-541-3150

PRICES GOOD UNTIL AUGUST 15, 2014



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Health & Human Services/Public Health

FOR THE BOARD MEETING OF: June 10, 2014

SUBJECT: Revised contract between the County of Inyo and the California Department of Public Health for Immunization Outreach Program

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify the revised contract between the County of Inyo and the California Department of Public Health (CDPH) for the provision of Immunization Outreach in an amount not to exceed \$112,544.00 for the period of July 1, 2013 through June 30, 2017, contingent upon Board's approval of future budgets, and authorize the Director to sign the Standard Agreement and the Certification Regarding Lobbying.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The original contract was approved by the Board of Supervisors on November 26, 2013. This contract is coming back after the Contract Management Unit (CMU) at CDPH, upon receiving the signed contract and reviewing the salary costs on the Inyo County website, rejected the contract with the reasoning they would not recognize the Cost of Living Adjustments and bi-lingual pay for the employees in future budget cycles. To address this issue, a salary range was indicated in the budget and the percentage of staff time in the grant was modified to stay within this range. This revised contract does not change the amount to exceed from the previously approved contract.

The Immunization Outreach Program coordinates program planning and implements strategies to improve the immunization levels of children within Inyo County. Program staff participate in outreach activities through collaboration with community groups, childcare providers, schools and other groups targeting children and adolescents. In addition, the Immunization nurse works with nursing homes and employers to develop and implement strategies for the promotion of influenza vaccination to all ages. The program staff assist in the countywide implementation of the immunization registry and assist in supporting the efforts of the medical community.

ALTERNATIVES:

Not accepting the funding would result in reduction in services to the targeted population that may otherwise not access services.

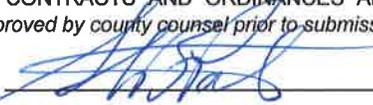
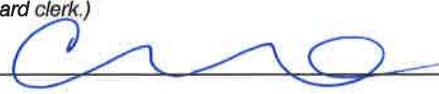
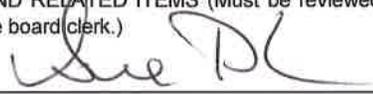
OTHER AGENCY INVOLVEMENT:

Local schools, private medical providers, other programs in Health and Human Services such as WIC and Social Services

FINANCING:

Total funding for this program is \$112,544.00, \$28,136 in FY 13/14; \$28,136 in FY 14/15; \$28,136 in FY 15/16 and \$28,136 in FY 16/17 and is recognized as revenue in the Health Budget (045100).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date <u>5/13/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved:  Date <u>5/15/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved:  Date <u>5/19/2014</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 5-27-14

STANDARD AGREEMENT

STU 213 (Rev 06/03)

REGISTRATION NUMBER

AGREEMENT NUMBER

13-20330

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 June 30, 2017

3. The maximum amount of this Agreement is: \$ 112,544
One Hundred Twelve Thousand Five Hundred Forty-Four

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	12 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment IV – Budget (Year 4)	1 page
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	23 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page

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

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

CONTRACTOR

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

County of Inyo

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

207 A West South Street, Bishop, CA 93514

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Elizabeth Stone, Chief, Contracts Management Unit

ADDRESS

1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

**California Department of
General Services Use Only**

 Exempt per:

EXHIBIT A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health Officers are required to organize and maintain a program to make the required immunizations available. This contract assists the Contractor in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's (CDPH) responsibility to provide this assistance to local health jurisdictions. The Contractor is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Contractor identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2 Project Representatives

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

California Department of Public Health

Rossana B. Anglo-Ordonez
Telephone: (510) 620-3768
Fax: (510) 620-3774
Email: rossana.ordonez@cdph.ca.gov

County of Inyo

Contact: Tamara Cohn
Telephone: 760/873-7868
Fax: 760/873-7800
Email: tcohn@inyocounty.us

B. Direct all inquiries to:

California Department of Public Health

Immunization Branch
Attention: Souk Mouanoutoua
Field Representative
3374 E. Shields Avenue #C20
Fresno, CA 93726

Telephone: 559/228-5855
Fax: 559/228-5862
Email: Souk.Mouanoutoua@cdph.ca.gov

County of Inyo

County of Inyo
Attention: Tamara Cohn
207A West South Street
Bishop, CA 93514

Telephone: 760/873-7868
Fax: 760/873-7800
Email: tcohn@inyocounty.us

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

EXHIBIT A
Scope of Work

3. Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

4. Services to be Performed – Pediatric-IAP

The County of Inyo must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Objectives:

1) Program Management

Objective 1: To improve accountability, maximize efficiency and increase productivity under this contract.

EXHIBIT A
Scope of Work

a. Required Activities:

- i. Contractor agrees to assign the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor contract fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Contract invoices shall be reviewed and submitted to the CDPH Immunization Branch in a timely manner.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues. It is recommended that at least one staff member from the jurisdiction attend the annual Regional Coordinators' meeting.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly Immunization Action Plan (IAP) contract reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Progress Reports submitted
- ii. Percentage of immunization funds expended

c. Reporting Requirements:

- i. IAP contract reports.

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the contractor is to provide guidance to Local Health Department (LHD) facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

EXHIBIT A
Scope of Work

b. Suggested Activities:

- i. Promote best practices for the storage and handling of vaccines.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The contractor will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented progress reports

EXHIBIT A
 Scope of Work

3) Vaccine Availability

Objective: The contractor will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure that immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify that no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,0000	50
10,000-50,000	200
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination/outbreak control activities.
- viii. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.

EXHIBIT A
Scope of Work

- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (.e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective: The contractor is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations, which should be entered into CAIR as soon as possible and at least within a month of vaccination).
- ii. Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to pediatric VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.

b. Suggested Activities:

- i. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. and assist CDPH Immunization Branch address implementation issues within these settings.
- ii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iii. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- iv. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

EXHIBIT A
Scope of Work

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective: To improve the quality and efficiency of immunization services, participate in Quality Assurance Review (QAR) visits to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the QAR process for all LHD facilities and HDAS within the jurisdiction and assist with the development of the QAR report, implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Conduct QAR and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain a database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.
- iii. Provide instructions and/or referral to the CAIR website to providers requesting guidance on using Clinic Assessment Software Application (CoCASA) for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting QAR visits and follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. QAR and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

EXHIBIT A
Scope of Work

6) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.

EXHIBIT A
Scope of Work

- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e. pregnant women, parents of preteens, providers, etc.) of a given issue (e.g. influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

- Send educational email(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- Distribute materials for use at community health fairs/events
- Post message(s) on Facebook, Twitter
- Post a web banner on your website and/or signature line
- Advertise your message (outdoor advertising, print, radio, TV, Online)
- Conduct a health fair or other community event
- Conduct a presentation for grand round/In-service for providers
- Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- Conduct a presentation for a community group (e.g. prenatal class)
- Conduct a press event
- Issue a press release
- Issue a proclamation
- Participate in a media interview

NOTE: If you would like assistance or need ideas on other activities that will qualify for a campaign, please contact the Information & Education Section of the CDPH Immunization Branch.

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM),

EXHIBIT A
Scope of Work

- National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
 - iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed
- ii. Number of LHD immunization clinic staff completing training, and types of training completed
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

7) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.

EXHIBIT A
Scope of Work

- ii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

8) Assessment of Compliance with Childcare and School Immunization Entry Requirements

Objective: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on information available, review and update childcare and school contact lists sent by the CDPH Immunization Branch.
- ii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- iii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iv. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

EXHIBIT A
Scope of Work

c. Performance Measures:

- i. Accuracy of updated contact lists submitted to the CDPH Immunization Branch.
- ii. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

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 budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

California Department of Public Health
Immunization Branch
Attn: Rossana Anglo-Ordonez
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 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) \$28,136 for the budget period of 07/01/13 through 06/30/14.
 - 2) \$28,136 for the budget period of 07/01/14 through 06/30/15.
 - 3) \$28,136 for the budget period of 07/01/15 through 06/30/16.
 - 4) \$28,136 for the budget period of 07/01/16 through 06/30/17.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

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 contract 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, with the final invoice, a "**Contractor's Release (Exhibit F)**".

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a 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.
- 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.

Exhibit B
Budget Detail and Payment Provisions

7. Travel and Per Diem

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 at the following web site:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. 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. No travel outside the State of California shall be reimbursed without prior written authorization from CDPH, Written authorization may be in a form including fax or email confirmation.

Exhibit B, Attachment I
 Budget (Year 1)
 (07/01/13 through 06/30/14)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1-Public Health Nurse	18.22%	\$5343 - \$6498	\$14,207.00
1-Administrative Secretary II (10 months)	9.87%	\$3336 - \$4052	\$3,999.00
Total Personnel			\$18,206.00
II. Fringe Benefits (40% of Personnel)			\$7,282.00
III. Operating Expenses or General Expenses			
①Office Supplies			\$1,148.00
IV. *Travel			\$1,500.00
(The contractor shall be reimbursed for the actual claimed and invoiced)			
Total Budget			\$28,136.00

①Office Supplies - \$1148 - this includes purchase of paper, envelopes, pens, pencils, paperclips, binders, folders, printer and copier toner cartridges.

***Travel** - Attend the Annual Immunization Coordinator Meeting in Bay Area, CA
 2 people X 3 nights/3 days including hotel (\$101 x 3 x 2 = \$ 606), meals (\$214 x 2 = \$428),
 and mileage (832 miles x .56 = 466) = \$1500

Exhibit B, Attachment II
 Budget (Year 2)
 (07/01/14 through 06/30/15)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1-Public Health Nurse	19.13%	\$5343-\$6498	\$14,917.00
1-Administrative Secretary II	9.76%	\$3336-\$4052	\$4,746.00
Total Personnel			\$19,663.00
II. Fringe Benefits (40% of Personnel)			\$7,865.00
III. Operating Expenses or General Expenses			
①Office Supplies			\$108.00
IV. *Travel			\$500.00
(The contractor shall be reimbursed for the actual claimed and invoiced)			\$28,136.00
Total Budget			

①Office Supplies - \$108 - this includes purchase of paper, envelopes, pens and pencils

***Travel** - \$500 Attend the Annual Immunization Coordinator Meeting in Bay Area, CA
 1 people X 3 nights/3 days including hotel (\$101 x 3 = \$303) and mileage for \$197

Exhibit B, Attachment III
Budget (Year 3)
(07/01/15 through 06/30/16)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1-Public Health Nurse	19.83%	\$5343 - \$6498	\$15,463.00
1-Administrative Secretary II	9.32%	\$3336 - \$4052	\$4,532.00
Total Personnel			\$19,995.00
II. Fringe Benefits (40% of Personnel)			\$7,998.00
III. Operating Expenses or General Expenses			
① Office Supplies			\$143.00
Total Budget			\$28,136.00

① Office Supplies - \$143 - this includes purchase of paper, envelopes, pens, pencils, paperclips, binders, folders, printer and copier toner cartridges.

Exhibit B, Attachment IV
Budget (Year 3)
(07/01/16 through 06/30/17)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1-Public Health Nurse	19.46%	\$5343 - \$6498	\$15,174.00
1-Administrative Secretary II	9.60%	\$3336 - \$4052	\$4,667.00
Total Personnel			\$19,841.00
II. Fringe Benefits (40% of Personnel)			\$7,936.00
III. Operating Expenses or General Expenses			
① Office Supplies			\$359.00
Total Budget			\$28,136.00

① Office Supplies - \$359 - this includes purchase of paper, envelopes, pens, pencils paperclips, binders, folders, printer and copier toner cartridges.

Exhibit D(F)
Special Terms and Conditions

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	16. Human Subjects Use Requirements
2. Procurement Rules	17. Novation Requirements
3. Equipment Ownership / Inventory / Disposition	18. Debarment and Suspension Certification
4. Subcontract Requirements	19. Smoke-Free Workplace Certification
5. Income Restrictions	20. Covenant Against Contingent Fees
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9. Intellectual Property Rights	24. Four-Digit Date Compliance
10. Air or Water Pollution Requirements	25. Prohibited Use of State Funds for Software
11. Prior Approval of Training Seminars, Workshops or Conferences	26. Use of Small, Minority Owned and Women's Businesses
12. Confidentiality of Information	27. Alien Ineligibility Certification
13. Documents, Publications, and Written Reports	28. Union Organizing
14. Dispute Resolution Process	29. Contract Uniformity (Fringe Benefit Allowability)
15. Financial and Compliance Audit Requirements	30. Lobbying Restrictions and Disclosure Certification
	31. Additional Restrictions

Exhibit D(F)

1. Federal Equal Opportunity Requirements

- 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.

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- 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. Procurement Rules

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:

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- (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.

3. Equipment Ownership / Inventory / Disposition

- 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.

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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.

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4. Subcontract Requirements

No subcontractors are identified as part of this agreement.

5. 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.

6. Audit and Record Retention

- A. The Contractor 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 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 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 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 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.

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7. 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.

8. Federal Contract 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.

9. 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

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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

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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 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.

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- (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.

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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.

10. 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.

11. 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.

12. 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.

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- 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.

13. Documents, Publications and Written Reports

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.

14. 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.

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- 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.

15. 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

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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".

16. 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.

17. 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

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to formally implement the approved proposal.

18. 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.

19. 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,

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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.

20. Covenant Against Contingent Fees

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.

21. Payment Withholds

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.

22. Performance Evaluation

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.

23. 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.

24. Four-Digit Date Compliance

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.

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25. Prohibited Use of State Funds for Software

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.

26. Use of Small, Minority Owned and Women's 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.

27. Alien Ineligibility Certification

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.)

28. Union Organizing

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.

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29. Contract Uniformity (Fringe Benefit Allowability)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

A. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

B. As used herein, fringe benefits do not include:

- (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
- (2) Director's and executive committee member's fees.
- (3) Incentive awards and/or bonus incentive pay.
- (4) Allowances for off-site pay.
- (5) Location allowances.
- (6) Hardship pay.
- (7) Cost-of-living differentials

C. Specific allowable fringe benefits include:

- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

D. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the Agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

E. Contractor agrees that all fringe benefits shall be at actual cost.

F. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the

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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.

30. Lobbying Restrictions and Disclosure Certification

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.

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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.

31. Additional Restrictions

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."

Exhibit E
Additional Provisions

3. Avoidance of Conflicts of Interest by Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using 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. In the event that CDPH determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.

4. Recovery Payment

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH by one of the following options:
 - 1) Contractor's remittance to CDPH of the full amount of the audit exception within 30 days following CDPH'S request for repayment;
 - 2) A repayment schedule which is agreeable to the both CDPH and the Contractor.
- B. CDPH reserves the right to select which option will be employed and the Contractor will be notified by CDPH 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 CDPH'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 CDPH, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of CDPH's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit E
Additional Provisions

5. Required Reports

- A. The state reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.

- B. It is agreed by the Contractor that in the event that a significant portion of the Contract objectives for the initial 4 months of the Contract are not met by that time; and in the event that the State determines from quarterly invoices, performance reports such as Quarterly Progress Reports, quarterly Immunization Action Plans, annual Quality Assurance Reviews, CoCASA reports which are due every two years or based on the immunization coverage levels reported for the previous year, along with other sources of information that the Contractor will not perform the total quantity of services contracted for; and that therefore, the total budget allocation will not be depleted; the State and/or Contractor may make an equitable adjustment in the original Contract budget and Contract objectives in order to decrease the total quantity of services and commensurate Contract amount. Any adjustment shall be by amendment only and duly executed by both parties and approved by the Department of General Services (if applicable).

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** 13-20330 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Inyo

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: HEALTH & HUMAN SERVICES – Social Services/ESAAA/IC Gold

FOR THE BOARD MEETING OF: June 10, 2014

SUBJECT: Request to ratify the emergency authorization to hire a part time Senior Citizen Specialist III in ESAAA/IC Gold.

DEPARTMENTAL RECOMMENDATION:

Request your Board

- 1) ratify the County Administrator's emergency authorization to hire one A-Par Senior Citizen Specialist III;
- 2) find that, consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of Senior Citizen Specialist III exists in the ESAAA and IC Gold budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - b. the position has been filled off of an existing eligibility list by an internal candidate; and
 - c. authorize the hiring of one A-Par Senior Citizen Specialist III at Range 050PT (\$14.18-\$17.21/hr).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The position of Senior Citizen Specialist III (Site Coordinator), which provides coordination of activities and services at our Lone Pine Senior Center, was recently blended with our Social Services funded Supervisor position historically located in the Lone Pine HHS office. A well-qualified candidate, with extensive experience in aging services, accepted the job. Subsequently, she determined that her personal health concerns would prohibit her from continuing in the job.

The Lone Pine site has regularly experienced staffing vacancies and turnover, resulting in management sending staff from Bishop to provide additional coverage. Although we intend to continue with efforts to blend the two positions – Site Manager and Social Services Supervisor – we simply do not have enough staff to provide the basic coverage for meal service and related services to our Lone Pine-area aging adults in the meantime. An existing *temporary* Site Manager is at the end of the allowable temporary employment window, effective June 6. Our Personnel Director/County Administrator graciously supported the Department's emergency request to hire an A-par Site Manager from an existing recruitment list so meal service could continue in Lone Pine.

We are asking for Board approval to ratify the Personnel Director/County Administrator's authorization of the addition of an A-Par Site Manager (pending recruitment of a full time blended Supervisor as planned) and the emergency hiring of an A-Par Site Manager.

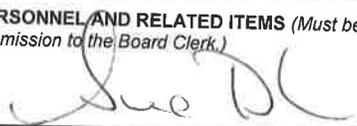
ALTERNATIVES:

The Board could choose to not to ratify this request, immediately halting some of the senior services provided in the general Lone Pine area.

OTHER AGENCY INVOLVEMENT:

None

FINANCING: State and Federal funding, and County General Fund. Funding for this position would be 50% ESAAA budget (683001) and 50% in IC Gold (056100) in the Salaries and Benefits object codes. There is sufficient budget in these budgets to cover this expense.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: ✓ 6/5/14 Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 6/5/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 18

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

FROM: Inyo County Water Department

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: Recruitment of Eight Seasonal Field Assistants

DEPARTMENTAL RECOMMENDATION: Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the seasonal field assistant positions exists as certified by the Water and concurred with by the County Administrator and the Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, therefore an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of eight seasonal Field Assistant I's at Range 050PT (\$14.18 - \$17.21 per hour) for the period of October 13, 2014 through March 11, 2015, contingent upon adoption of the FY 2014/15 budget.

SUMMARY DISCUSSION: The Water Department has annually hired seasonal field assistants to assist with Saltcedar eradication that has been conducted since 1998. The purpose of this program is to remove salt cedar in the Owens Valley and assist in restoring native vegetation along the Lower Owens River Project.

ALTERNATIVES: The Board could decide not to approve the request. This alternative would prevent the Water Department from complying with current contractual obligations with the Wildlife Conservation Board grant and the requirements of the Long Term Water Agreement annual maintenance and control effort of the Saltcedar Control program.

OTHER AGENCY INVOLVEMENT: The Inyo County Personnel Department will assist with the recruitment of the requested positions.

FINANCING: Funds were budgeted in the FY 2014-2015 Wildlife Conservation Grant budget (621700) and Salt Cedar budget (024502) for eight Seasonal Field Assistants contingent on the adoption of the 2014/15 budget.

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:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/13/2014</u>
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: <u>✓</u> Date <u>5/9/14</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 5/12/14
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
19

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time Closed Session Informational

FROM: Water Department

FOR THE BOARD MEETING OF: June 10, 2014

SUBJECT: Consideration of correspondence to the City of Los Angeles on water-related legislation under consideration by the State of California

DEPARTMENTAL RECOMMENDATION:

The Water Department requests consideration of correspondence to Los Angeles regarding coordination between the County and Los Angeles on legislation currently under consideration by the State.

SUMMARY DISCUSSION:

Two major legislative efforts are currently under development by the Governor and legislature: (1) legislation aimed at greater governmental regulation, monitoring, and management of groundwater, and (2) a water bond to fund water-related activities such as increased water storage, local water resource development, delta sustainability, integrated regional water planning, groundwater, watershed protection and restoration, and water reuse and recycling. The Inyo/Los Angeles Long Term Water Agreement requires that neither party refrain from supporting or opposing legislation that affects the authority of local agencies or the State to regulate groundwater. Section XVI (Legislative Coordination) provides:

Except as provided below, the County and Los Angeles shall refrain from seeking or supporting any legislation, administrative regulation, or litigation that would weaken or strengthen local or state authority to regulate groundwater or that would affect any provision of this Stipulation and Order.

A. Neither the County nor Los Angeles may sponsor, take a support position, or seek to amend any legislation or administrative regulation or initiate any litigation that would directly affect any provision of this Stipulation and Order or that would weaken or strengthen local authority to regulate groundwater unless such sponsorship, support, amended position or litigation is first approved by the other party.

B. Neither the County nor Los Angeles may take a position in opposition to any legislation or administrative regulation that could directly affect any provision of this Stipulation and Order or that would weaken or strengthen local authority to regulate groundwater without first notifying the other party and attempting to reach concurrence on the proposed course of action. Failure to reach agreement on the proposed course of action will not preclude either party from opposing such legislation.

Attached is a draft letter proposing that Los Angeles and the County jointly support recommendations to the State (1) for recognition of the Water Agreement as a groundwater management plan for areas subject to the Water Agreement, and (2) to support components in water bond legislation of benefit to both Los Angeles and the County.

OTHER AGENCY INVOLVEMENT:

LADWP, State of California.

FINANCING:

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 6/4/14

Mel Levine, President
Board of Commissioners
Los Angeles Department of Water and Power
Room 1555-H, 15th Floor
111 North Hope Street
Los Angeles, California 90012

Dear Mr. Levine:

The California Legislature is currently considering legislation that would significantly alter the role of the State and local agencies in groundwater management. Assembly Bill 1739, Senate Bill 1168, and the Governor's proposed legislation all would alter local agency and/or State roles and authority to regulate groundwater management planning for local agencies. The legislature is also considering various bills related to placing a bond for water projects on the November, 2014 ballot.

We are writing this letter because the Inyo/Los Angeles Long Term Water Agreement ("Water Agreement") requires coordination between the County and Los Angeles with respect to either party advocating for or against legislation affecting groundwater regulation or the Water Agreement. Specifically, the Water Agreement Section XVI (Legislative Coordination) provides that:

Except as provided below, the County and Los Angeles shall refrain from seeking or supporting any legislation, administrative regulation, or litigation that would weaken or strengthen local or state authority to regulate groundwater or that would affect any provision of this Stipulation and Order.

A. Neither the County nor Los Angeles may sponsor, take a support position, or seek to amend any legislation or administrative regulation or initiate any litigation that would directly affect any provision of this Stipulation and Order or that would weaken or strengthen local authority to regulate groundwater unless such sponsorship, support, amended position or litigation is first approved by the other party.

B. Neither the County nor Los Angeles may take a position in opposition to any legislation or administrative regulation that could directly affect any provision of this Stipulation and Order or that would weaken or strengthen local authority to regulate groundwater without first notifying the other party and attempting to reach concurrence on the proposed course of action. Failure to reach agreement on the proposed course of action will not preclude either party from opposing such legislation.

The County has concluded the legislation currently under consideration clearly could strengthen local authority to regulate groundwater, as well as potentially affect the provisions of the Water Agreement. Consequently, as provided by the Water Agreement, the County requests that Los Angeles and the County meet to discuss the proposed legislation. The County has not expressed a position on the legislation despite some concerns it has.

It is the County's position that the Water Agreement, which is a court order, provides sound groundwater management for the Owens Valley. Because it does not appear the legislation under consideration would consider the Water Agreement to be a qualified groundwater management plan, the County, a local entity and/or the state would have to develop an acceptable groundwater management plan. A potential solution for this problem would be Los Angeles and the County to seek an amendment to the legislation that would exempt areas managed as part of the Water Agreement from the State groundwater management mandates currently under consideration. As an example, such an amendment might read:

The Owens Valley Groundwater Basin is identified in DWR Bulletin 118-80 as groundwater basin of special concern. The City of Los Angeles and the County of Inyo have since adopted a Long Term Water Agreement for the Owens Valley Groundwater Basin which is an enforceable court order. The Long Term Water Agreement requires sustainable groundwater management objectives and practices in the Owens Valley. Therefore, local agencies in the Owens Valley that are subject to the provisions of the Long Term Water Agreement are exempt from requirements to adopt groundwater management plans in areas that are part of the Long Term Water Agreement.

Further, we have been asked by representatives of other Counties to lend support for various proposed components of any water bond that moves forward. Although the County has not taken a position on any water bond legislation, it may be inclined to support funding for groundwater storage and clean-up, funding for the Sierra Nevada Conservancy, funding for integrated regional water management plans, funding for watershed restoration, and funding for water systems serving disadvantaged communities. We believe that these water bond components are in the interest of both Inyo County and the City of Los Angeles, and seek your concurrence in support of them.

The legislature and Governor may proceed rapidly to consider this legislation, so we request that the dialogue on this matter begin promptly. In light of our contractual and court ordered agreement, the County believes it is important that Inyo County and Los Angeles not take opposing positions on matters proscribed by the Water Agreement. Consequently, we ask that a time be set immediately to work toward developing a joint position on the legislation. That involves both Los Angeles and the County sharing their respective concerns and priorities, regarding the groundwater management and/or water bond legislation pending before the legislature.

If we have gained concurrence on this matter by July 15, the County will consider a joint Inyo/Los Angeles position statement to relevant State entities. We will contact LADWP staff soon to begin this dialogue, and of course, feel free to contact the County Administrator or the Director of the County Water Department to schedule a meeting between LADWP staff and County staff on this important matter.

Sincerely,

Rick Pucci, Chair

County of Inyo Board of Supervisors

Cc: Jim McDaniel
Marty Adams
Jim Yannotta
Julie Reilly
David Edwards



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
20

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 10, 2014

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: (1) Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, and (2) Review and reauthorize the Chair to sign a Memorandum of Understanding in regards thereto.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

County staff has been working with INF staff for several years to develop an agreement to participate in the Plan, resulting in the attached Memorandum of Understanding (MOU). The Board authorized the Chair to sign the MOU on April 15, 2014. Subsequently, the Forest Service made various minor changes to the MOU. Staff has reviewed, and believes that the modifications are acceptable, and recommends that the Board reauthorize the Chair to sign.

ALTERNATIVES: The Board may consider requesting modifications to the MOU or rejecting the MOU.

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)

A handwritten signature in blue ink, appearing to read "John Hest", is written over a horizontal line.

Date: 6-7-14

Attachment: Draft MOU

FS Agreement No. 14-MU-11050400-027
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
COUNTY OF INYO
And The
USDA, FOREST SERVICE
INYO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the County of Inyo, California, hereinafter referred to as "County," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The Forest Service is revising the Land and Resource Management Plans (Forest Plans) for the Sequoia, Sierra and Inyo National Forests in accordance with the 2012 National Forest System Land Management Planning Rule (36 CFR 219; 2012 Rule). The County has requested, and the Forest Service has agreed to grant, cooperating agency status with respect to the development of the Revised Forest Plan for the Inyo National Forest (Revised Plan) pursuant to 40 CFR 1501.6.

Title: Revision of the Inyo National Forest Land and Resource Management Plan

PURPOSE: The purpose of this MOU is to define the relationship and duties of the Forest Service and the County, as a Cooperating Agency, in accordance with the following provisions.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

In harmony with the goals of the National Environmental Policy Act (NEPA), participation by cooperating agencies promotes efficiency, cooperation, and disclosure to the public of all relevant information (Statement Clarifying Cooperating and Joint Lead Agency Provisions, US Forest Service, Bureau of Land Management, and National Park Service, 9/2/1998). By cooperating in the development of the Revised Plan, the Forest Service and County can better integrate decision making within their respective jurisdictions.

To revise the Forest Plans, the Forest Service must prepare an Environmental Impact Statement (EIS) that complies with the National Environmental Policy Act (NEPA) and other applicable statutes and regulations such the Endangered Species Act, National Historic Preservation Act, etc.

In September 2013, Regional Forester Randy Moore decided to prepare one EIS for the revision of the Forest Plans for the Inyo, Sierra, and Sequoia National Forests. The preparation of the EIS will be led by the Regional Office, under the direction of the



Regional Planning Team Leader. A team of interdisciplinary resource specialists, known as the Regional Planning Team (RPT), will be assigned to prepare the EIS and Revised Plans for the Inyo, Sierra, and Sequoia National Forests.

The Forest Supervisor of the Inyo National Forest is the responsible official for development and approval of the Revised Plan, and has full authority to manage the preparation of the Revised Plan in accordance with the 2012 Rule and other applicable laws and regulations. Under the provisions of the 2012 Planning Rule (36 CFR 219) and the Council for Environmental Quality's Regulations for Implementing NEPA (40 CFR Parts 1500-1508), the responsible official shall:

- “Where appropriate, encourage States, counties, and other local governments to seek cooperating agency status in the NEPA process for development, amendment, or revision of a plan.” 36 CFR 219.4(a)(1)(iv)
- “...[C]oordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments.” (36 CFR 219.4(b)).
- “...[R]eview the planning and land use policies of federally recognized Indian Tribes (43 U.S.C. 1712(b)), Alaska Native Corporations, other Federal agencies, and State and local governments, where relevant to the plan area. The results of this review shall be displayed in the environmental impact statement (EIS) for the plan (40 CFR 1502.16(c), 1506.2). The review shall include consideration of:
 - The objectives of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments, as expressed in their plans and policies;
 - The compatibility and interrelated impacts of these plans and policies;
 - Opportunities for the plan to address the impacts identified or contribute to joint objectives; and
 - Opportunities to resolve or reduce conflicts, within the context of developing the plan's desired conditions or objectives.” (36 CFR 219.4(b)(2))

In consideration of the above premises, the parties agree as follows:

II. THE COUNTY SHALL:

- A. Serve as a cooperating agency with special expertise (Appendix 1) relevant to the preparation of the EIS for the Revised Plan for the Inyo National Forest, with the rights and duties of a cooperating agency as set forth in this MOU and the CEQ regulations at 40 CFR 1501.6.
- B. Within timeframes established by the Forest Service, provide input on the development of the EIS for the Revised Plan specific to the County's areas of special expertise. This may include, but is not limited to, the following:



- i. Assessment of resource conditions and trends. (36 CFR 219.5, 219.6)
 - ii. Identification of the preliminary need to change the plan based on the assessment. (36 CFR 219.5(a)(2))
 - iii. Best available scientific information as related to the County's areas of special expertise. (36 CFR 219.3)
 - iv. Development of required and optional plan components (36 CFR 219.7(e)(1) and (2))
 - v. Responsible official's review of the County's planning and land use policies. (36 CFR 219.4(b)(2))
- B. Complete review and analysis of preliminary Draft EIS and Revised Plan documents, or portions thereof, relevant to the County's areas of special expertise. The length of the County's review period(s) will vary based on Forest Service timing constraints and when possible, a minimum of two weeks will be provided. The County may request additional review time. If Forest Service timelines do not accommodate a longer review period, the County will attempt to respond within the Forest Service timeframe.
- C. The County will complete a review of its planning and land use policies that it considers relevant to the Revised Plan (Section V, paragraph E). In this review, the County will consider the compatibility and interrelated impacts of the County's plans and policies with the relevant planning and land use policies of the Forest Service, and identify opportunities for the Revised Plan to address identified impacts, contribute to joint objectives, or resolve or reduce conflicts.
- D. Reserve the right to participate in the public involvement process for the Draft EIS and Revised Plan and to submit comments on all aspects of the Draft EIS and Revised Plan during the public comment periods to the same extent as any member of the public. The County's participation as cooperating agency is not an endorsement of the Revised Plan.

III. THE U.S. FOREST SERVICE SHALL:

In the development of the Environmental Impact Statement (EIS) for the Revised Plans, the Forest Service shall:

- A. Provide the opportunity for the County to provide input on the development of the EIS specific to the County's areas of special expertise as noted in Section III, B, above.
- B. Provide the opportunity for the County to review and provide analysis for preliminary Draft EIS and Revised Plan documents, or portions thereof, relevant to the County's areas of special expertise as noted in Section III, C.
- C. "Use the County's environmental analyses and proposals, to the maximum extent possible consistent with the Forest Service's responsibility as lead agency in the development and approval of the EIS for the Revised Plan, as provided in 40 CFR 1501.6(a)(2)."



- D. "Meet with the County at the latter's request, as provided in 40 CFR 1501.6(a)(3)."
- E. The Forest Service principal contact listed in Section V, paragraph L shall serve as the primary liaison between the County and the RPT. The Forest Service principal contact shall:
- a. Promptly inform the County of schedule changes that may affect the time afforded the County to perform its responsibilities as cooperating agency. The Forest Service will consider requests from the County for additional time to perform its cooperating agency responsibilities.
 - b. Coordinate with the Regional Planning Team Leader to provide the County the opportunity to provide input on the development of the EIS for the Revised Plan specific to the County's areas of special expertise as specified in Section III, B and C and Section IV, A and B.
 - c. Ensure information provided by the County under the terms of this agreement is promptly delivered to the Regional Planning Team Leader for consideration in the development of the EIS for the Revised Plan.
 - d. Coordinate with the principal County contact identified in Section V, paragraph L and the Regional Planning Team Leader to schedule meetings between County staff and the RPT. The purpose of the meetings is to share information, provide a forum for RPT and County staff to discuss resource issues or topics, and to involve the County in the development of the EIS as related to its areas of special expertise. The RPT / County meeting schedule will vary according to the project timeline or resource topic or issue, but is generally expected to coincide with milestones identified in the schedule in Appendix 2.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Forest Service and the County will work together in good faith and shall attempt to resolve any disagreements under this MOU by negotiation.
- B. The Forest Service and the County shall endeavor to work together to produce the work per the schedule identified in Appendix 2.
- C. For the purposes of this MOU, the County's areas of special expertise are described in Appendix 1. In the event of changed circumstances or new information, it may be desirable to revise the County's areas of special expertise without amending this MOU. The following protocol shall be utilized to revise the County's areas of expertise:
 - a. The principal contact person (Section V, paragraph L) of the party that becomes aware of the need to revise the County's areas of special expertise shall notify the other party's principal contact person in writing as soon as possible. The notification shall include the specific areas of special expertise to be revised and the justification.



- b. Within two weeks of notification, the other party's principal contact person shall notify the first party's principal contact person in writing whether or not it is agreeable to revise the County's areas of special expertise.
 - c. If the parties agree to revise the County's areas of special expertise, such revision shall be documented in a memorandum within two weeks of the notification of agreement describing the specific revision of the areas of special expertise and signed and dated by both parties' principal contact persons. The memorandum shall be prepared by the County in consultation with the Forest Service. The memorandum shall be kept with and appended to this agreement.
 - d. If the parties are not agreeable to revising the County's areas of special expertise, the parties shall meet within two weeks of the notification of the failure to agree to work in good faith to resolve any points of disagreement. If the parties are able to agree through this subsection to revise the County's areas of expertise, then the process described above shall be utilized to document the revision.
- D. The Forest Service will determine the scope, scale, methods, forums, and timing for public participation in all aspects of the Plan Revision process; developing a plan proposal, including the monitoring program; commenting on the proposal and the disclosure of its environmental impacts in accompanying NEPA documents; and reviewing the results of monitoring information. The County may provide recommendations on the scope, scale, timing, methods, and forums for public involvement. In cooperation with the Forest Service, the County may offer opportunities to co-sponsor public meetings and other public participation forums. The County may circulate public documents to solicit feedback from County commissions including the Natural Resource Advisory Committee, Water Commission, Agricultural Resource Advisory Board, etc., within timeframes established by the Forest Service.
- E. The Forest Service responsible official shall review the planning and land use policies of the County and present the results of the review in the EIS for the Revised Plan. That review will include consideration of (1) the County's objectives as expressed in its plans and policies; (2) the compatibility and interrelated impacts of the County's plans and policies with the relevant planning and land use policies of other government agencies; (3) opportunities for the Revised Plan to address the impacts identified or contribute to joint objectives; and (4) opportunities to resolve or reduce conflicts, within the context of developing the Revised Plan's desired conditions or objectives. 36 CFR 219.4(b)(2).

To assist the Forest Service in conducting this review, the County will provide analysis and information related to those aspects of its planning and land use policies that it considers relevant to the Revised Plan (Section III, paragraph D). The Forest Service will consider the County's analysis and information in the development of the EIS. If the Forest Service disagrees with the County's analysis, the Forest Service will meet and confer with the County. If the Forest



- Service still disagrees with the County's analysis after meeting and conferring, the Forest Service shall notify the County in writing of its own review of the County's planning and land use policies conducted pursuant to 36 CFR 219.4(b)(2).
- F. The Forest Service is not obligated by this MOU to provide a written response to the County's input on the development of the EIS and Revised Plan; however, the Forest Service and County principal contacts will make reasonable efforts to jointly review and discuss the County's suggested changes, analysis, recommendations and data before the Final EIS and draft plan decision document for the Revised Plan are released to the public by the Forest Service.
- G. The Forest Service will work cooperatively with the County to ensure full access to non-privileged Forest Service expertise and factual data, information, and analysis related to the special expertise of the County so that the County may carry forth its responsibilities as cooperating agency. The County will provide the Forest Service full access to non-privileged factual data, information, and analysis related to its areas of special expertise and relevant to the assessment, revised plan, and plan monitoring program.
- H. Information will be freely shared with either party except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. This exchange will allow for useful comments related to the information to be exchanged amongst the parties. Any information that is exchanged may be subject to disclosure under the California Public Records Act and the Freedom of Information Act.
- a. The principal contact person for each party (Section V, paragraph L) shall act as a liaison for the information exchange. This person will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the Revised Plan, unless otherwise agreed to by the parties. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the development of the Revised Plan.
 - b. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either entity shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.
- I. The County and the Forest Service will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of this MOU prior to a determination by the applicable party of the releasability of the documents under the Freedom of Information Act, 5 U.S.C. §552, or the California Public Records Act, California Government Code §6250 et seq. Neither party will disclose documents exchanged or developed as a part of this MOU without providing notice



to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this paragraph upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

- J. By this MOU, the Forest Service does not relinquish its primary responsibility for NEPA (National Environmental Policy Act) and NFMA (National Forest Management Act) compliance. The Forest Service will retain responsibility for the development and content of the Revised Plan.
- K. The County reserves its rights to pursue any remedies whatsoever to challenge the adequacy of the Revised Plan and its compliance with applicable laws and regulations in any administrative or judicial forum. The Forest Service likewise reserves its rights to raise all applicable affirmative defenses should any challenge to the adequacy of the Revised Plan be raised.
- L. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Josh Hart, Planning Director PO Drawer L, 168 N. Edwards St. Independence, CA 93526 Telephone: 760-878-0268 FAX: 760-878-0382 Email: jhart@inyocounty.us	See Program Contact

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Leeann Murphy Forest Planner, Inyo National Forest Address: 351 Pacu Ln, Suite 200 Bishop, CA 93514 Telephone: 760-873-2450 FAX: 760-873-2458 Email: lbmurphy@fs.fed.us	Aaron Stout 631 Coyote St. Nevada City, CA 95959 Telephone: 530-478-6825 FAX: 530-478-6161 Email: asstout@fs.fed.us

- M. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the County, at the County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- N. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- O. ENDORSEMENT. Any of the County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities, and does not by direct reference or implication convey the cooperator's endorsement of the FS products or activities.
- P. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- Q. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.



- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration agreement by providing a 60-day notice of termination to the other party.
- U. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- V. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- W. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2016 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



X. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

RICK PUCCI, Chairperson
Inyo County Board of Supervisors

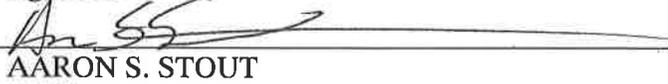
Date


EDWARD E. AREMENTA, Forest Supervisor

5/5/14
Date

U.S. Forest Service, Inyo National Forest

The authority and format of this agreement have been reviewed and approved for signature.


AARON S. STOUT

4/28/14
Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

APPENDIX 1

The 2001 Inyo County General Plan, Government Element (updated 2/16/2010), defines collaboration and coordination with public agencies as:

- **Collaborative Planning Process** – A system where all parties involved come together to gain a better understanding of the environment in which they make and implement plans, to gain a full understanding of each other's concerns, and to work together as equals to solve issue of common concern.
- **Coordination** – A planning process by which the County and another public agency seek to harmonize the proposed public agency's action with County land use plans, especially the County's General Plan, with the goal of identifying conflicts between the County's and the public agency's land use plans and developing alternatives that are consistent with plans of both the County and the other public agency. The County has sole jurisdiction to interpret consistency and/or inconsistency between the other public agency's plans and the County's General Plan or other County plans. Representatives of the County and the other public agency meet to obtain and exchange information and to obtain consistency between the land use plans of the County and the other public agency to the extent practical.

Inyo County's Area of Special Expertise for Memorandum of Understanding between the Count of Inyo and the USDA, Forest Service

Constitutional Powers – The California Constitution divides the State into counties which are legal subdivisions of the State. The Legislature provides for county powers, an elected county sheriff, an elected district attorney, an elected assessor, and an elected governing body in each county. A county may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

Inyo County Code – Pursuant to California Government Code 50022.1 et seq., the County has adopted the Inyo County Code, which enforces a variety of regulations throughout the County, including regarding the following topics: County departments (such as Sheriff, Emergency Services, Animal Control, Law Enforcement, Probation, Public Works, Planning, Agricultural Commissioner, Surveyor, and Industrial Development Authority); outdoor festivals, peddlers, junk dealers, bingo, and dancing; weights and measures; public works, roads and bridges; groundwater extraction; solid waste collection and disposal, disposal sites, and dumping areas; pollution of highways and water; mosquito abatement; environmental health; refuse and weed abatement; surface mining and reclamation; animals; public peace, morals, and safety; vehicles and traffic; roads, parks, and underground utilities; building and safety; flooding; environmental review; subdivisions; zoning, including open space as well as regulation of wireless telecommunications facilities and water transfers; geothermal resource development, and; renewable energy development.

Planning and Land Use – Pursuant to the Planning and Zoning law of the State of California (Government Code Section 65000 et seq.), the County is responsible for preparing, reviewing, revising, adopting, and implementing a General Plan addressing its physical development, including land outside its boundaries that bear relation to its planning, consisting of the following seven required elements (and optional elements at its discretion): land use, circulation, housing, conservation, safety, open space, and noise. Inyo County’s General Plan includes the following chapters: Government; Land Use; Public Services and Utilities; Economic Development; Housing; Roads and Highways; Scenic Highways; Public Transportation; Bicycles and Trails; Railroads; Aviation; Canals, Pipelines, and Transmission Cables; Other Circulation Topics; Soils; Agricultural Resources; Mineral and Energy Resources; Water Resources; Biological Resources; Cultural Resources; Visual Resources; Recreation; Air Quality; Flood Hazards; Avalanche Hazard; Wildfire Hazard; Geologic and Seismic Hazards, and; Noise.

According to State law, the General Plan is to include the following topics: land uses for housing, business, industry, open space (including agriculture), natural resources, recreation, enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal, and other categories of public and private uses of the land; regional housing need; circulation facilities for thoroughfares, transportation routes, terminals, airports and ports, and other local public utilities and facilities; conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils and rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources; protection of watersheds, prevention and control of the pollution of streams and other waters, and regulation of use of land in stream channels; protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, seiche, and dam failure; slope instability leading to mudslides and landslides, subsidence, liquefaction, and other geologic hazards; flooding and wildland fires; and open space for the preservation of natural resources, managed production of resources, outdoor recreation, public health and safety, support of military missions, protection of historic and cultural resources.

In addition to the required seven General Plan elements, the Inyo County General Plan includes two optional elements: Government and Economic Development. The Government Element addresses governance issues, such as coordination, multiple uses, collaborative planning, expansion of private lands within the County, federal and State land dispositions, economic development, water management, agricultural resources, recreation, wildlife and fisheries, mineral resources, energy resources, and access and transportation. The Economic Development Element addresses issues such as promoting tourism, expanding visitor capacity on public lands, destination spending, and encouraging resource-based land uses.

Public Services – The County provides numerous public services, including but not limited to law enforcement, search and rescue, avalanche control, public health, environmental health, social services, building and safety (including erosion, pollution control, and flood plain management), public works, planning, sanitation, solid waste disposal, oversight of water transfers, vector and weed control, curation, recreation, economic development, and marketing. In addition, the County undertakes a variety of regulatory responsibilities in the City of Bishop and special districts, including but not limited to law enforcement, emergency services, fire,

water, wastewater, sanitation, resource conservation, health care, judicial, and other community services.

Infrastructure – The County provides for and regulates a variety of local infrastructure, including streets and roads, lighting, park and recreational facilities, airports, solid waste disposal facilities, flood control, and water and wastewater treatment and distribution systems.

Transportation/Circulation – In addition to the County’s planning and infrastructure responsibilities regarding transportation and circulation, the County staffs the Inyo County Local Transportation Commission (ICLTC), the State mandated Regional Transportation Planning Agency (RTPA) for Inyo County. The ICLTC prepares an annual Overall Work Program and a Regional Transportation Plan every four years, as well as programming projects into transportation improvement programs. The ICLTC also funds and prioritizes grant funding endorsements from a variety of programs for transportation planning, pedestrian and bicycle facilities, transit, mass transportation, and street and road projects.

Water – The Inyo County Water Department (ICWD) has extensive expertise in water issues, including related water quality and biological issues. Through the ICWD, the County monitors the vegetation, soil water, and hydrology of the Owens Valley following ground-water exportation by the City of Los Angeles, and implements extensive policy on extraction and use of water, and implements agreements with the City of Los Angeles and related environmental documents, ordinances, resolutions, and other instruments. Inyo County and the Los Angeles Department of Water and Power use this information to jointly manage the Owens Valley's water resources under the Inyo/Los Angeles Water Agreement. In addition, ICWD conducts research and carries out salt cedar control and arid lands revegetation programs, and participates in other water planning throughout the County.

Constituency Representation – as the County represents all of the people who live in the area influenced by the Forest, it provides unique access to the various interests that utilize forest resources and may be directly impacted by activities in the Forest, including miners, ranchers, packers, recreational merchants, scientists, etc. The Board of Supervisors and County boards and commissions include experts in these and other fields, and the County can expeditiously form working groups with specific local expertise in Forest issues.

APPENDIX 2
Conceptual Work Plan and Schedule for Memorandum of Understanding between the County of Inyo and the USDA, Forest Service

The Forest Service and County shall work to meet the deadlines in this conceptual schedule as they may be applicable throughout the development of the EIS for the Revised Plan and as described in Sections III, IV, and V of the *Memorandum of Understanding between the County of Inyo and the USDA, Forest Service (MOU)*.

Coordination of the sub-tasks identified in the conceptual schedule will be primarily accomplished through regularly scheduled standing meetings between the principal contacts identified in the MOU and other Forest Service and County staff involved in the revision process. Standing meetings are scheduled for every Friday; the timing and frequency of the meetings may be adjusted as needed throughout the process. The Forest Service principal contact listed in the MOU shall serve as the primary liaison between the County and the Regional Planning Team and shall coordinate with the principal County contact and the Regional Planning Team Leader to schedule meetings between County staff and the Regional Planning Team (RPT) at the request of either party.

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
Draft Plan/DEIS			April 2014 - February 2015
	Schedule meetings/workshops between RPT and County	Participate in RPT mtgs./workshops	Variable, as needed
	Board Of Supervisors (BOS) briefings	BOS briefings	FS to brief BOS as needed
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
Sub-milestone – Identify Draft Plan and DEIS sections to be cooperatively developed	Meet w/ County staff to identify sections of draft plan and draft EIS to be prepared in cooperation with County and/or specific information needs (e.g., review of County planning and land use policies)	Meet w/ FS staff to identify sections	May, 2014

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
Sub-milestone – Development of Draft Plan (pre-public release)	Share and / or discuss draft documents and analysis concepts with County.	Provide feedback iteratively. To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	January, 2015
		Provide staff comments re: plan sections	Forest deadline assigned
	Provide draft plan and EIS sections for review		Forest deadline assigned
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	Forest deadline assigned
	Provide comments regarding draft Agenda Request to County staff		W/i 2 weeks of receipt
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	Forest deadline assigned
Sub-milestone – Development of DEIS (pre-public release)	Share and / or discuss draft documents, DEIS sections, and analysis concepts with County.	Provide feedback on draft documents and concepts iteratively.	September, 2014
		Provide staff comments re: DEIS sections	Forest deadline assigned

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	W/i 2 weeks of receipt
	Provide comments regarding draft Agenda Request to County		W/i 2 weeks of receipt
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
Sub-milestone – Final Review of Draft Plan and DEIS Prior to Public Release	Provide Draft Plan and DEIS		January, 2014
		Provide staff comments re: Final Screen Draft Plan and DEIS	Forest deadline assigned
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	
		Provide comments regarding draft Agenda Request to County	
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
	Publish Draft Plan/DEIS		April, 2015

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
DEIS Public Review Period/Meetings	Coordinate with County regarding public notification of public meetings	Provide assistance for public outreach	As needed
		Board, Commissions, Committees Updates	As soon as possible once Draft Plan/DEIS are available for public review
	Public Mtgs.		May, 2015
		Provide summary of comments from Board, Commissions, and Committees to FS	Two weeks after close of comment period
	Provide overview of comments to County		Depends on the number of comments received, but goal is to discuss and/or review comments within eight weeks after final public input received
		BOS briefing	2 weeks after FS provides, or as soon thereafter as Board meets
		Provide final feedback to FS	Two weeks after BOS meeting
Development of FEIS/Proposed Plan	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
	BOS briefings	BOS briefings	Once per month for County staff; FS to brief BOS as needed
	Provide draft versions of Responses to Comments/FEIS		As soon as available
		Provide staff comments re: first screen responses to comments/FEIS	W/i 2 weeks of receipt

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
	Consider County staff’s comments on responses to public comments. Incorporate as appropriate.		
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	
	Provide comments regarding draft Agenda Request to County		W/i 2 weeks of receipt
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
	Submit FEIS for publishing		March, 2016
Notice of Objection	Issue Notice of Objection, FEIS, Draft Record of Decision, and plan		March, 2016
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
	Public Meetings		None scheduled at this time
	Provide copies of objections to County		W/i 2 weeks of end of Objection Filing Period
		Provide draft BOS Agenda Request to FS	W/i 2 weeks of receipt
	Provide comments re: Draft Agenda Request to County		W/i 2 weeks of receipt

Appendix 2 – Conceptual Work Plan and Schedule
 Memorandum of Understanding between the County of Inyo and the USDA, Forest Service

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
		BOS Mtg.	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
Objection Process	Coordinate Objector Meetings (requested by Reviewing Officer or Objector)	Participate in Objector Meetings as provided by 36 CFR 219.57	As needed
Record of Decision	Publish ROD / Notice of Plan Approval		September, 2016
	Present ROD to BOS		September, 2016
	Public Meetings		None scheduled at this time



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: CLERK OF THE BOARD
 By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 10, 2014

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings of A) the Regular Meeting of May 27, 2014, B) the Special Meeting of June 2, 2014; and C) the Adjourned Special Meeting of June 4, 2014.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(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.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: _____ Date _____</p>

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



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
P. O. Box 1236 - Bishop, California 93515
City Hall 760-873-5863 Public Works 760-873-8458
Fax 760-873-4873

25

May 30, 2014

County of Inyo Board of Supervisors
Inyo County Courthouse
Post Office Drawer N
Independence, CA 93526

Dear County of Inyo Board of Supervisors:

The Bishop City Council, at the regular meeting of May 27, 2014, adopted Resolution No. 14-08 requesting the Board of Supervisors of the County of Inyo to consolidate a General Municipal Election to be held on Tuesday, November 4, 2014.

The City of Bishop is required by § 10403 of the Elections Code to request consolidation at the time a resolution is adopted calling an election.

Please find enclosed two certified copies of Resolution No. 14-08. If you need further information, please contact me directly. Thank you for your consideration.

Sincerely,

Robin Picken
Assistant City Clerk

Enclosures

cc: Inyo County Elections Department w/enclosure

RESOLUTION NO. 14-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2014 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Bishop called a General Municipal Election to be held on November 4, 2014, for the purpose of the election of two Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Inyo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Inyo is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 4, 2014, for the purpose of the election of two Members of the City Council.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

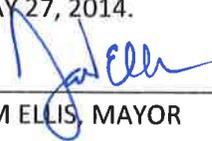
SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Bishop recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Inyo.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON MAY 27, 2014.



JIM ELLIS, MAYOR

ATTEST: Keith Caldwell, City Clerk

By: 

Robin Picken, Assistant City Clerk



STATE OF CALIFORNIA
COUNTY OF INYO



I, Robin Picken, Assistant City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 14-08 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 27, 2014, and that the same was so passed and adopted by the following roll call vote.

AYES: Stottlemyre, Glidewell, Gardner, Ellis

ABSENT: Smith

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 28th day of May 2014.

A handwritten signature in blue ink that reads "Robin Picken". The signature is written in a cursive style and is positioned above a horizontal line.

Robin Picken, Assistant City Clerk
CITY OF BISHOP

