

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.

July 21, 2015

8:00 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(d)(2) – significant exposure to potential litigation (one case).**
3. **PERSONNEL [Pursuant to Government Code §54957] - Public Employee Performance Evaluation - Title – County Counsel**
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(d)(4) – decision whether to initiate litigation (two cases).**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
6. **PUBLIC COMMENT**
7. **PLANNING – Request Board receive a presentation from representatives of the Central Section of the California Chapter of the American Planning Association regarding a 2015 Planning Award of Merit in the Innovation in Green Community Planning Category for Inyo County's Renewable Energy General Plan Amendment.**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

8. **Information Services – Request Board approve and ratify the renewal of a Software Maintenance Agreement between Crest Software Corporation and the County of Inyo for the County's enterprise Property Tax Management System for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed \$36,817, contingent upon the Board's adoption of a FY 2015-16 Budget;**

9. **Information Services** – Request Board approve and ratify the renewal of a Software Maintenance Agreement between SunGuard Public Sector and the County of Inyo for the County's enterprise accounting system IFAS for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed \$36,860, contingent upon the Board's adoption of a FY 2015-16 Budget.
10. **Risk Management** – Request approval of Amendment No. 1 to the Contract between the County of Inyo and John D. Kirby, A.P.C., for the provision of civil litigation attorney services for the period of July 1, 2015 through December 31, 2015, replacing Attachments B and C with the correct copies; and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

11. **WIC Services** – Request approval of the Funding Application to implement a four-year Contract (FFY 2016-2019) for the Inyo WIC Program, contingent upon the Board's adoption of future budgets; and authorize the Health and Human Services Director to sign and transmit a signed copy to the Clerk of the Board for the Board's files.

PUBLIC WORKS

12. Request approval of Parcel Map 404 and rejection of irrevocable offer of dedication for a 60 foot right of way and a 30 foot wide right of way for road and utility purposes.
13. Request approval of Parcel Map No. 405 and the rejection of irrevocable offer of dedication for a 60 foot right of way and a 30 foot wide right of way for road and utility purposes.

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

14. **HEALTH AND HUMAN SERVICES – Health Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Public Health Nurse position exists in the Health budget as certified by the Health and Human Services Director, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure qualified applicants apply; and C) authorize the hiring of one Public Health Nurse at Range 80 (\$5,559 - \$6,791).
15. **PLANNING** – Request Board extend the term of the Natural Resource Advisory Committee for three years.
16. **PUBLIC WORKS** – Request Board A) approve the submittal of the application for a Caltrans Highway Safety Improvement Program Grant for the installation of striping on Old Spanish Trail Highway, State Line Road, Trona Wildrose Road and Panamint Valley Road and edge rumble strips on State Line Road; B) commit to funding the match with Road Department funds; and C) authorize the Public Works Director to execute the grant agreements and other documents related to the grant and transmit a copy of the signed documents to the Clerk of the Board for the Board's files.
17. **PUBLIC WORKS** – Request Board A) approve the Plans and Specifications for the Big Pine Town Hall Building Roof Repair Project; B) authorize the Public Works Director to advertise for bids for the project; C) authorize the Public Works Director to award the project contract, if the bids received are within the project budget and to sign, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.
18. **PUBLIC WORKS** – Request Board receive an update regarding the status of the implementation of the Eastern Sierra ATV Adventure Trails System Project and consider directing correspondence or other communications regarding the implementation of Adventure Trails at County campgrounds leased from the City of Los Angeles Department of Water and Power, including approving and authorizing the Chairperson to sign a letter.

19. **CHILD SUPPORT SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Administrative Analyst position comes from the Child Support Services budget as certified by the Director of Child Support Services and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure qualified applicants apply; and C) authorize the hiring of one Administrative Analyst I at Range 68 (\$4,188 - \$5,088), II at Range 70 (\$4,391 - \$5,341) or III at Range 72 (\$4,601 - \$5,589), depending upon qualifications.
20. **CHILD SUPPORT SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Child Support Officer position comes from the Child Support Services budget as certified by the Director of Child Support Services and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure qualified applicants apply; and C) authorize the hiring of one Child Support Officer I, at Range 57 (\$3,232 - \$4,027) or II at Range 60 (\$3,471 - \$4,216), depending upon qualifications.
21. **CLERK OF THE BOARD** - Request approval of the minutes of the Board of Supervisors Meeting of July 7, 2015.

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

- 10:30 a.m. 22. **HEALTH AND HUMAN SERVICES – Emergency Medical Services** – Request Board receive a presentation from staff of the Inland Counties Emergency Medical Authority (ICEMA) regarding the proposed Request for Proposals (RFPs) for Emergency Medical Services (EMS) providers to cover five of Inyo County Exclusive Operating Areas (EOAs), including EOA 1 (Bishop), EOA 4 (Lone Pine), EOA 5 (Olancho), EOA 6 (Little Lake), and EOA 7 (Panamint Valley); and consider recommending the EMS Governing Board approve the RFPs for Inyo County Exclusive Operating Areas.
- 11:30 a.m. 23. **ASSESSOR** – Request Board A) conduct a public hearing on a proposed ordinance titled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Exempting Low Value Personal Property From Property Taxation” that eliminates the assessment of vessels valued at \$1,300 or less; and B) waive the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, July 28, 2015, in the Board of Supervisors Room, at the County Administrative Center, in Independence.
- 1:30 p.m. 24. **WATER** – Request Board provide direction to the County’s representatives to the Inyo/Los Angeles Standing Committee concerning items on the Agenda for the upcoming July 24, 2015 meeting in Los Angeles. (*Agenda to be provided prior to the discussion.*)

CORRESPONDENCE – ACTION (To be considered at the Board’s convenience)

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

25. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
26. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Inyo County Renewable Energy General Plan Amendment – American Planning Association California Chapter Central Section 2015 Planning Award of Merit in the Innovation in Green Community Planning Category

DEPARTMENTAL RECOMMENDATION: Receive a presentation from representatives of the Central Section of the California Chapter of the American Planning Association regarding a 2015 Planning Award of Merit in the Innovation in Green Community Planning Category for Inyo County's Renewable Energy General Plan Amendment.

SUMMARY DISCUSSION: In 2013, the California Energy Commission (CEC) awarded Inyo County a Renewable Energy Planning Grant to update a previously considered Renewable Energy General Plan Amendment (REGPA) and prepare an associated Environmental Impact Report (EIR). The County procured a consultant team to assist led by Helix Environmental Planning and including Aspen and PMC, and commenced the scope of work in the summer of 2013. A series of stakeholder interviews, group dialogues, and public meetings were held during the fall and winter of 2013 and 2014, and the REGPA was updated and presented to decision-makers in the spring of 2014 for input before initiating the environmental review process. A draft EIR was subsequently published in the fall of 2014, and the final EIR and REGPA were certified and approved in March 2015. Numerous agencies, organizations, community members, and other interested parties participated in the process.

The Central Section of the California Chapter of the American Planning Association awarded the County a 2015 Planning Award of Merit in the Innovation in Green Community Planning Category for the REGPA in May 2015 (refer to attached). Representatives of the Central Section Board are scheduled to present the award to the Board.

OTHER AGENCY INVOLVEMENT: None directly; numerous other agencies participated in development of the REGPA, including the CEC, Bureau of Land Management, Department of Water and Power, and many others.

FINANCING: The REGPA was funded by a grant from the CEC.

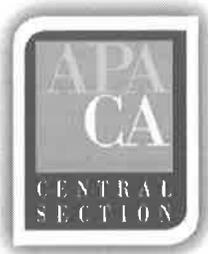
APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
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>

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



Date: 7-15-15

Attachment – Award Letter



**American Planning Association
Central Section - California Chapter**

Making Great Communities Happen

May 12, 2015

Joshua Hart, AICP
Planning Director
Inyo County Planning Department
168 N. Edwards Street
Independence, CA 93526

Dear Mr. Hart:

Re: 2015 APA CA Central Section Planning Awards

On behalf of the Central Section Board, I'm honored to notify you that the **Inyo County Renewable Energy General Plan Amendment** has been selected to receive the **2015 Planning Award of Merit in the Innovation in Green Community Planning Category**. The Board applauds your efforts to create and maintain vibrant and healthy communities within the Central Section. A member of the Board will be contacting you in the near future to arrange formal presentation of your award plaque. Additional firms indicated on your application will receive a certificate acknowledging their role, and celebrating the award.

As a section award recipient, you are now eligible to submit your project for APA California State Chapter Award consideration. If you choose to do so, please note that these applications are due by June 3, 2015. Details regarding the awards may be located on the Chapter website at <http://www.apacalifornia.org/events/awards-program/>. If/when needed, I am happy to provide the Section award confirmation signature on your State application.

Best Regards,

A handwritten signature in black ink, appearing to read 'Rob Terry'.

Rob Terry, AICP
Professional Development Officer
Central Section CA APA

CC: Robert Edgerton, AICP, Principal Planner, HELIX Environmental Planning, Inc.
Cathreen Richards, Inyo County Planning Department
Kevin Carunchio, Inyo County CAO

15rt003

Please Reply to
Rob Terry, AICP
Central Section Professional Development Officer
Principal Regional Planner
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721

Email: rterry@fresnocog.org
Phone: (559) 233-4148 X222



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

*For Clerk's Use
Only:
AGENDA NUMBER*

8

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **July 21, 2015**

SUBJECT: Software Maintenance for the OPTIM property tax management system

DEPARTMENTAL RECOMMENDATION:

A) Request your Board ratify the renewal of a Software Maintenance Agreement between Crest Software Corporation and the County of Inyo for the County's enterprise Property Tax Management System for the period July 1, 2015 through June 30, 2016 in an amount not to exceed \$36,817 contingent on Board approval of fiscal year 2015-16 budget.

SUMMARY DISCUSSION:

The annual maintenance agreement is to ensure basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 60 days of the automatic renewal.

ALTERNATIVES:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

The OPTIM property tax management system is used by the Assessor's Office, Auditor's Office and Tax Collector's Office to manage and collect property tax annually.

FINANCING:

The cost of the support service renewal for the period from 07/01/2015– 06/30/2016 is requested in the Information Services FY 2015-16 budget [011801-5177] (Maint. of Computer Systems).

<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: <i>[Signature]</i> Date <i>7/7/2015</i>
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 _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: *7/7/15*



Crest Software Corporation

1414 Gold Street
Redding, CA 96001
(530) 241-9317

Invoice

DATE	INVOICE #
7/1/2015	2107

BILL TO
Inyo County Information Services P.O. Box 477 Independence, CA 93526

DUE DATE
7/11/2015

DESCRIPTION	QTY	AMOUNT
Annual Software Maintenance		34,316.48
3% Discount		-1,029.49
Annual Software Assurance		751.20
Total		\$34,038.19



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

For Clerk's Use
Only:
AGENDA NUMBER

9

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **July 21, 2014**

SUBJECT: Software Maintenance Agreement for IFAS financial System

DEPARTMENTAL RECOMMENDATION:

A) Request your Board ratify the renewal of a Software Maintenance Agreement between SunGuard Public Sector and the County of Inyo for the County's enterprise accounting system IFAS for the period July 1, 2015 through June 30, 2016 in an amount not to exceed \$36,860 contingent on Board approval of fiscal year 2015-16 budget.

SUMMARY DISCUSSION:

The annual maintenance agreement is to ensure basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost of the annual maintenance is defined in the Licensing Agreement signed by the County in 2006: "SunGard reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)." Additionally, because the County is more than two (2) New releases behind the then-current New release, an additional surcharge of 10% is imposed.

As printed, the invoice for the annual maintenance shows a total of \$34,129.42; however; the sales tax calculated on the invoice is based on the rate of Lake Mary, Florida rather than the 8% rate the Auditor is required to pay. As a result, the total amount incurred by the County for annual maintenance is \$36,859.77.

ALTERNATIVES:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

All County departments use and rely heavily upon IFAS to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 07/01/2015 – 06/30/2016 is requested in the Information Services FY 2015-16 budget [011801-5177] (Maint. of Computer Systems).

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 _____
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>7/7/2015</u> Date <u>[Signature]</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 _____

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 7/7/15
(Not to be signed until all approvals are received)

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	101049	28/May/2015	2 of 2

Bill To: County of Inyo (INYO)
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Jean Navarro

Ship To: County of Inyo (INYO)
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Jean Navarro

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5980LG	County of Inyo (INYO)	USD	NET30	27/Jun/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Jul/2015, End: 30/Jun/2016			
15	OS - Documents On-Line Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
16	OS Support Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	34,129.42	34,129.42
Contract No.				
17	Tax (Type - MA)	1.00	1,365.18	1,365.18
			Page Total	35,494.60

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	34,129.42
Sales Tax	1,365.18
Invoice Total	35,494.60
Payment Received	0.00
Balance Due	35,494.60

Handwritten notes:
 RL
 CA. SALES TAX 2730.35
 TOTAL 36,859.77

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	101049	28/May/2015	1 of 2

Bill To: County of Inyo (INYO)
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Jean Navarro

Ship To: County of Inyo (INYO)
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Jean Navarro

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5980LG	County of Inyo (INYO)		USD	NET30	27/Jun/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. INYO-3				
1	OS - General Ledger Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
2	OS - Budget Item Detail Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
3	OS - Accounts Payable Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
4	OS - Accounts Receivable/Cash Receipts Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
5	OS - Bank Reconciliation Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
6	OS - Purchasing Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
7	OS - Fixed Assets Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
8	OS - Payroll Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
9	OS - Time Card On-Line Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
10	OS - Human Resources Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
11	OS - Employee Online Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
12	OS - Applicant OnLine Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
13	OS - Click, Drag, & Drill (Report Writer) Maintenance Start: 01/Jul/2015, End: 30/Jun/2016	1.00	0.00	0.00
14	OS - Easy Laser Forms	1.00	0.00	0.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Administration – Risk Management

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Approval of Contract Amendment #1 between County of Inyo and John D. Kirby A.P.C. – Civil Litigation

DEPARTMENTAL RECOMMENDATION:

Request Board approve Contract Amendment #1 between the County of Inyo and John D. Kirby, A.P.C. for the provision of Civil Litigation Attorney Services for the period of July 1, 2015 to December 31, 2015. The Amendment replaces former and incorrect Attachments B and C with correct Attachments B and C.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board previously approved the Contract for legal services of John D. Kirby, A.P.C., for the period July 1, 2015 through December 31, 2015. A clerical error was discovered in that incorrect Attachments B and C were originally attached to the Contract. It is recommended that the Board approve Contract Amendment #1 that includes the correct Attachments B and C. These correct Attachments are the same Attachments that were included in the previous year's (July 1, 2014 - June 30, 2015) Contract. There is no change in the Contract limit.

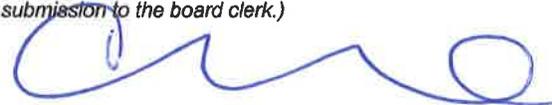
ALTERNATIVES:

The County could decline to approve the Contract Amendment #1 with John D. Kirby, A.P.C.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Amendment #1 to the Contract does not change the Contract limit of \$150,000. The funds for this Contract Amendment #1 are paid out of the County Liability Budget Unit 500903.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 07/15/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 7/15/2015

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date <u>7-15-15</u>
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DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 7-15-15
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
John D. Kirby, A.P.C.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
John D. Kirby, A.P.C., of San Diego, CA
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated July 1, 2015, on County of Inyo Standard
Contract No. 123, for the term from July 1, 2015 to December 31, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

Replace incorrect Attachments B and C with the correct Attachments B and C attached hereto.

The effective date of this Amendment to the Agreement is July 1, 2015.

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

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
John D. Kirby, A.P.C.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

JOHN D. KIRBY, A PROFESSIONAL CORP

By: 
Signature

JOHN D. KIRBY, PRESIDENT
Type or Print

Dated: 7/14/2015

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

SCHEDULE OF FEES:

1. COMPENSATION:

A. Except as provided in paragraph B below, County shall pay to Contractor the sum of Two Hundred and Twenty Dollars and Zero cents (\$ 220.00) per hour (hereinafter referred to as "hourly rate") for the work and services described in Attachment A which are performed by Contractor at the County's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate. Contractor's hourly rate includes compensation for all secretarial and clerical support reasonably and customarily necessary for Contractor to provide services under this Agreement.

B. County shall pay Contractor for services provided by Contractor paralegals at the rate of One Hundred Dollars (\$100.00) per hour.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

<u>Types of Expenses:</u>	<u>Maximum Cost:</u>
Postage	Actual costs
Federal Express/UPS	Actual costs
Express Mail	Actual costs
Long Distance Calls	Actual costs
Photocopying (not attorney service)	Not to exceed \$.10 per page
Computer Assisted Research	Actual Costs/Provided by County
Service of Documents/Pleadings (attorney service)	Actual costs
Document Production (attorney service)	Actual costs
Filing fees	Actual costs
Jury fees	Actual costs
Court Reporter/Transcripts	Actual costs
Experts	Rate approved by County Counsel
Witness fees	Actual costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

County shall reimburse Contractor for travel and per diem which Contractor incurs in providing legal services to the County under this Agreement, in the amounts and to the extent set forth below:

1. Except as provided in paragraphs 2, 3, and 4 below, County will reimburse Contractor for travel and per diem expenses at the same rate and to the same extent as County reimburses its permanent status merit employees for such expenses. Such expenses will be computed from Contractor's home and place of business in San Diego, California.
2. County will pay Contractor for travel at the rate of \$125.00 per hour, and mileage at the current IRS rate, portal to portal. This includes, without limit travel to/from Inyo County and travel to/from depositions, Court hearings and other Court appearances.
3. Contractor shall not be reimbursed for any meals, per diem or local transportation expenses while in Bishop or Independence, California. Lodging while in Inyo County will be paid at actual cost not to exceed the lesser amount authorized for lodging per diem in Inyo County for: (1) other County contractors staying in Inyo County on County business; or (2) permanent status merit employees for such lodging expense.
4. Contractor's use of his own airplane for travel will be reimbursed at the same rate and to the same extent as if travel had been by private auto.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Funding Application between County of Inyo Department of Health & Human Services and the State WIC Program.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the Funding Application for the County of Inyo Department of Health and Human Services to implement a four-year contract (FFY 2016-2019) for the Inyo WIC Program, and authorize the Health and Human Services Director to sign, contingent upon approval of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

WIC local agencies are required to submit a Funding Application to the State WIC Program as part of the contract award process. This federally funded program administered by the California Department of Public Health (CDPH) is designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development.

The information in the Funding Application is evaluated to determine if a local agency is qualified to administer the WIC Program via a contract with the California Department of Public Health. This year, the CDPH moved to a four-year funding cycle, instead of the traditional annual funding cycle. Completion of this funding application states the County's interest in continuing to receive the funding for the WIC program for the next four year contract period and initiates the State WIC contract for the FFY 2016-2019 period.

ALTERNATIVES:

Your Board could choose not to approve the funding application resulting in the discontinuation of the Inyo WIC program.

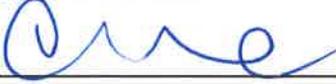
OTHER AGENCY INVOLVEMENT:

This program works cooperatively with other Health and Human Services programs, such as Immunizations, as well as Toiyabe Indian Health Project, Healthy Start and other Community organizations.

FINANCING:

This program is 100% Federally funded through the State of California. No General Fund contribution. If approved, this will allow us to recognize revenue in the WIC Budget for the next Federal Fiscal Year.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>Yes</u> ^{7/19/15} 7/15 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>7/10/2015</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.) <u>N/A</u> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner Date: 7-14-15

REQUIRED DOCUMENTS CHECKLIST

All documents required in the Contract Application are listed below.

- Check the “YES” box if the document is being submitted with your application.
- Check the “N/A” (Not Applicable) box if the item does not pertain to your agency.
- Local Agency Certifying Document Completed: Person who can legally bind the Agency and certify the Contract Application shall enter in their initials.
- Save the document and submit to your Contract Manager via email.

Attachment	Document	Yes	N/A	Local Agency Certifying Document Completed	Contract Manager Initial Verifying Document Received
1	Required Documents Checklist	<input checked="" type="checkbox"/>		I	
2	Certification of Contract Application	<input checked="" type="checkbox"/>			
3	Agency Information	<input checked="" type="checkbox"/>			
4	Budget Plan and Facility Cost Worksheets	<input checked="" type="checkbox"/>			
	Justification for Bilingual Pay (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Justification and the Union Contract that reflects the requirements for Longevity, Retention, Differential and/or COLA pay (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Justification if Fringe Benefit Rate over 50%	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5	Summary of Sites	<input checked="" type="checkbox"/>			
6	Justification of Staffing Levels	<input checked="" type="checkbox"/>			
7	Request for Authorization to Subcontract Form (If Applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8	Certification of Indirect Cost Rate	<input checked="" type="checkbox"/>			
9	Languages Spoken By Participants and Staff	<input checked="" type="checkbox"/>			
10	Payee Data Record [STD 204]	<input checked="" type="checkbox"/>		I	
11	Current Insurance Documents – Refer to Exhibit E, Provision 4 for requirements <i>(Designate Attachment 11 on the top of the page)</i>	<input checked="" type="checkbox"/>			

REQUIRED DOCUMENTS CHECKLIST

Attachment	Document	Yes	N/A	Local Agency Certifying Document Completed	Contract Manager Initial Verifying Document Received
12	Organization Charts (Local Agency and Parent Organization)(<i>Designate Attachment 12 on the top of the page</i>)	<input checked="" type="checkbox"/>			
13	Proof of Nonprofit Status (Nonprofit Org.) (<i>Designate Attachment 13 on the top of the page</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
14	List of Agency Board of Directors (Nonprofit Org.)(<i>Designate Attachment 14 on the top of the page</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

CERTIFICATION OF CONTRACT APPLICATION

I, Jean Turner, as the Person who can legally bind the Agency and Certify the Contract Application, hereby affirm the following:

- The statements contained in the Contract Application and all supporting documents are true and complete, to the best of my knowledge;
- The WIC local agency will comply with all applicable fiscal, administrative and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division (CDPH/WIC Division);
- The Contract Application and all supporting documents submitted to the CDPH/WIC Division are public documents, open to public inspections, and any revisions must be made in writing to the CDPH/WIC Division;
- If the WIC local agency is a nonprofit organization, the nonprofit status is current;
- The WIC local agency will spend at least the minimum required amount of allocated funds on nutrition education activities;
- The WIC local agency will spend at least the minimum required amount of allocated funds on breastfeeding promotion and support-related activities;
- The WIC local agency will submit the required certificate of insurance, as described in the WIC Local Agency Contract, Exhibit E, Provision 4, with the Contract Application.

And I certify that I have the authority to apply for WIC Program funds for:

County of Inyo Department of Health and Human Services

Agency's Legal Name

AGENCY INFORMATION			
A	Agency's Legal Name	(Do not abbreviate legal entity name) (type or print) County of Inyo Department of Health and Human Services	Federal Employers ID # 95-6005445
B	Type of Organization	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Nonprofit <input type="checkbox"/> Faith Based	Data Universal Numbering System (DUNS #) 10706687 Catalog of Federal Domestic Assistance (CFDA) # 10.557
C	Physical Street Address	Number and Street 568 W. Line St. City, State, and Zip Code Bishop, CA 93514	
D	Mailing Address (If different)	Number and Street City, State, and Zip Code	
E	Shipping Address (If different)	Number and Street City, State, and Zip Code	
F	Certifying Signature (Person who can legally bind the Agency and certify the Contract Application)	Authorized Representative's Name (type or print) Jean Turner Title Director, Inyo County Department of Health and Human Services	Telephone Number (760) 873-3305
G	Contract Signature (Person who can legally sign the WIC contract binding the Agency)	Name (type or print) Jean Turner Title Director, Inyo County Department of Health and Human Services	Term Expiration Date NA

AGENCY INFORMATION (con't)			
H	Contact Person (Questions regarding the Contract Application)	Contact Person's Name (type or print) Anna Scott	
		Title Health and Human Services Deputy Director- Public Health and Prevention	Telephone Number (760) 873-7868
		Email Address ascott@inyocounty.us	Fax Number (760) 873-7800
I	Agency Director, CEO, or Highest Public Health Director/Officer	Name (type or print) Jean Turner	
		Title and Credentials Director, Inyo County Department of Health and Human Services	
		Number and Street 163 May St.	
		City, State, and Zip Code Bishop, CA 93514	
		Mailing Address (If Different from Street Address)	Telephone Number (760) 873-3305
		Email Address jturner@inyocounty.us	Fax Number (760) 873-6505
J	WIC Director	Name (type or print) Anna Scott	
		Title and Credentials Health and Human Services Deputy Director- Public Health and Prevention	
		Number and Street 207 A W. South St.	
		City, State, and Zip Code Bishop, CA 93514	
		Mailing Address (If Different from Street Address)	Telephone Number (760) 873-7868
		Email Address ascott@inyocounty.us	Fax Number (760) 873-7800

K	Breastfeeding Coordinator	Name (type or print)	
		Sherrie James	
		Title and Credentials	
		WIC Program Manager	
		Number and Street	
		568 W. Line St.	
		City, State, and Zip Code	
		Bishop, CA 93514	
	Mailing Address (If Different from Street Address)	Telephone Number	
		(760) 872-1887	
	Email Address	Fax Number	
	sjames@inyocounty.us	(760) 872-1623	
L	Nutrition Education Coordinator	Name (type or print)	
		Sherrie James	
		Title and Credentials	
		WIC Program Manager	
		Number and Street	
		568 W. Line St.	
		City, State, and Zip Code	
		Bishop, CA 93514	
	Mailing Address (If Different from Street Address)	Telephone Number	
		(760) 872-1887	
	Email Address	Fax Number	
	sjames@inyocounty.us	(760) 872-1623	

AGENCY INFORMATION

(con't)

M SERVICES PROVIDED

Check the appropriate box describing the relative availability of health and administrative services to be made available at your WIC local agency to all WIC participants:

- Public or private nonprofit health agency that will provide ongoing, routine pediatric and obstetric care and administrative services.
- Public or private nonprofit health or human service agency that will enter into a written agreement with another agency for either ongoing, routine pediatric and obstetric care or administrative services.
- Public or private nonprofit health agency that will enter into a written agreement with private physicians, licensed by the State, in order to provide ongoing, routine pediatric and obstetric care to a specific category of participants (women, infants or children).
- Public or private nonprofit human service agency that will enter into a written agreement with private physicians, licensed by the State, to provide ongoing, routine pediatric and obstetric care.
- Public or private nonprofit health or human service agency that will provide ongoing, routine pediatric and obstetric care through referral to a health provider.

Authority: 7 CFR 246.5 (d)(1)

AGENCY INFORMATION
(con't)

N

LIST OF THE FIVE HIGHEST COMPENSATED OFFICERS
(If Applicable)

Report the Name, Title, and Total Annual Compensation of the five (5) most highly compensated officers of the proposed parent agency if one or more of the following conditions apply:

1. The parent agency in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards.
2. The parent agency received \$25 million or more in annual gross revenue in its preceding fiscal year, from (a) Federal procurement contracts and subcontracts, and (b) Federal grants, subgrants, and cooperative agreements; and the amount so received amounted to 80 percent or more of its annual gross revenues.
3. The public does not have access to information about the grantee's executive compensation through periodic reports filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934 or with the Internal Revenue Service under the Internal Revenue Code of 1986.

Authority: 2 CFR Part 170, Appendix A, Section 1.b.

LIST OF THE FIVE HIGHEST COMPENSATED OFFICERS

	Name	Title	Total Annual Compensation
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$

ATTACHMENT 4
Budget Plan
OCTOBER 1, 2015 - SEPTEMBER 30, 2019

				Year 1	Year 2	Year 3	Year 4	TOTALS		
				Budget	Budget	Budget	Budget			
Operating Expenses	Exhibit A - SOW Provision 6.A.	Exhibit A Attachment I								
Minor Equipment ⑤	17, 18	1-9		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00		
General Office Expenses	EXA1 C, 17, 18	1-9		\$ 22,677.00	\$ 22,677.00	\$ 22,677.00	\$ 22,677.00	\$ 90,708.00		
Training	7	1-9		\$ 1,820.00	\$ 1,820.00	\$ 1,820.00	\$ 1,820.00	\$ 7,280.00		
Travel	8			\$ 8,180.00	\$ 8,180.00	\$ 8,180.00	\$ 8,180.00	\$ 32,720.00		
Professional Certifications	4, 5			\$ 725.00	\$ 725.00	\$ 725.00	\$ 725.00	\$ 2,900.00		
Outreach		5		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00		
Media/Promotion		5		\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 4,400.00		
Program Materials	6	1-9		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00		
Vehicle Maintenance ⑥	8, 19			\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 14,800.00		
Audit	9, 10, 12-14			\$ -	\$ -	\$ -	\$ -	\$ -		
Facility Costs (See Facility Costs Tabs for Years 1-4) ⑦	11			\$ 19,704	\$ 19,704	\$ 19,704	\$ 19,704	\$ 78,816.00		
Total Operating Expenses				\$ 63,906.00	\$ 63,906.00	\$ 63,906.00	\$ 63,906.00	\$ 255,624.00		
Major Equipment ⑧	Exhibit A - SOW Provision 6.A.	Exhibit A Attachment I		Budget	Budget	Budget	Budget			
Telephone System	17	1-9		\$ -	\$ -	\$ -	\$ -	\$ -		
Information Technology Equipment	17, 18, 20, 21	1-9		\$ -	\$ -	\$ -	\$ -	\$ -		
Vehicle(s)	8, 17, 18, 19			\$ -	\$ -	\$ -	\$ -	\$ -		
Photocopy Equipment	6, 17, 18			\$ -	\$ -	\$ -	\$ -	\$ -		
Total Major Equipment				\$ -	\$ -	\$ -	\$ -	\$ -		
Subcontracts ⑨	Exhibit A - SOW Provision 6.A.	Exhibit A Attachment I		Budget	Budget	Budget	Budget			
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
Total Subcontracts				\$ -	\$ -	\$ -	\$ -	\$ -		
Total Indirect Costs				Percentage	Budget	Percentage	Budget	Percentage	Budget	
				% of Total Personnel Costs	11.0000%	\$ 29,787.00	11.0000%	\$ 29,787.00	11.0000%	\$ 29,787.00
				% of Total Direct Costs	0.0000%	\$ -	0.0000%	\$ -	0.0000%	\$ -
Total Costs					\$ 364,486.00	\$ 364,486.00	\$ 364,486.00	\$ 364,486.00	\$ 1,457,944.00	

- ① **Bilingual** - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.
- ② **Longevity, Retention, Differential and COLA** - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.
- ③ **Overtime** - Is budgeted for up to a 3% increase for each year.
- ④ **Fringe Benefits** - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.
- ⑤ **Minor Equipment** - Desks, Computers, Chairs, Tables, Modular furniture, Monitors and Printers- Refer to Exhibit D(F) Page 3, Paragraph 3
- ⑥ **Vehicle Maintenance** - maintenance over \$500 will need CDPH/WIC Division approval.
- ⑦ **Facility Costs** - Includes Rent, Janitorial, Security, Maintenance and Utilities
- ⑧ **Major Equipment** - Refer to Exhibit D(F) page 3, Paragraph 3 for instructions; Vehicle(S)-Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
- ⑨ **Subcontractors** - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.

JUSTIFICATION OF BILINGUAL PAY
October 1, 2015 - September 30, 2019

WIC local agencies shall ensure that sufficient and qualified staff are available to administer an efficient and effective WIC Program including, but not limited to, the functions of nutrition education, breastfeeding promotion and support, certification, food delivery, fiscal reporting, monitoring, and training.

If bilingual pay is included in your Personnel, Budget Plan, provide a written justification as to how the bilingual pay was budgeted.

According to the MOU between the County of Inyo and Inyo County Employees Association (ICEA) Article 7, Section C: Bi-lingual Pay: Employees will be compensated an additional 5% of their base pay for providing bi-lingual skills as deemed necessary by the department head.

JUSTIFICATION OF ADDITIONAL PAY
October 1, 2015 - September 30, 2019

WIC local agencies shall ensure that sufficient and qualified staff are available to administer an efficient and effective WIC Program including, but not limited to, the functions of nutrition education, breastfeeding promotion and support, certification, food delivery, fiscal reporting, monitoring, and training.

Additional Pay, which is not included in a classification's current base annual salary range, includes Longevity, Retention, Differential, COLA, and/or any other categories of additional pay (describe other) that are included in your Personnel, Budget Plan. Provide a written justification as to how the additional pay was budgeted. Attach a copy of the Union Contract that reflects the requirements for additional pay.

The 15/16 budgeted salaries include a 2% COLA and several employees receive longevity benefits. A copy of the current MOU is attached.

**JUSTIFICATION OF FRINGE BENEFIT RATE
EXCEEDING 50%**

October 1, 2015 - September 30, 2019

WIC local agencies shall ensure that sufficient and qualified staff are available to administer an efficient and effective WIC Program including, but not limited to, the functions of nutrition education, breastfeeding promotion and support, certification, food delivery, fiscal reporting, monitoring, and training.

Provide justification if the Fringe Benefit Rate is over 50% for any of the years of the contract. Attach a copy of the Union Contract, or any other relevant documents, that justify a Fringe Benefit Rate over 50%. A sample Fringe Benefit Calculation Spreadsheet is available for reference, if applicable.

Our benefit rate is 56.12%. Attached please find a current copy of the employee MOU. Also attached is documentation of the benefits provided by the County for employees. The County pays 80% of an employees health benefits; 100% of dental and vision benefits and disability insurance. The County also pays 7% of employee's base salary for retirement benefits for "classic" employees (4 employees) and .5% of employees base salary for retirement benefits for "PEPRA" employees (2 employees).

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 15^h day of *October* 2013 an order was duly made and entered as follows:

CAO-Personnel/ ICEA
MOU

The County Administrator noted that one of the attachment provided had the wrong date and the correct document has been provided to the Clerk. Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve and ratify the Memorandum of Understanding between the County of Inyo and Inyo County Employees Association (ICEA) for the period of October 1, 2013 through September 30, 2016; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 15th

Day of October 2013



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

<i>Routing</i>	
CC	_____
Purchasing	_____
Personnel	<u>X</u> _____
Auditor	_____
CAO	_____
Other	_____
DATE: October 30, 2013	

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY EMPLOYEES ASSOCIATION (AFSCME LOCAL 315)
2013-2016**

ARTICLE 1 - RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Employees Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2 - EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association and Resolutions approving such prior Memoranda of Understanding.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 4 - WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- A. Full-time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- B. Full-time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.
- C. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- D. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- E. The County Administrative Officer may in his discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

ARTICLE 5 - OVERTIME AND COMPENSATORY TIME - FULL-TIME PERMANENT

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours worked for those non-exempt full-time employees scheduled on a 35 hour week. Time and one-half compensation will be paid after 40 hours worked for those full-time non-exempt employees scheduled on a 40 hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.

- B. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph E. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- C. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- D. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- E. County will allow non-exempt full-time employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

ARTICLE 6 - STANDBY AND CALL-OUT COMPENSATION

- A. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$35.00 for performing standby duties on each regularly scheduled day and \$50.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- B. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- C. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee that they may be needed, but not formally placing the employee on standby.

ARTICLE 7 - SALARIES

- A. Salaries: Salaries for employees represented by ICEA shall be as set forth in Attachment D. County will provide the following COLA's:

October 2013: 2% COLA effective October 10, 2013, which is the first full pay period in October.

July 2014: 2% COLA effective July 3, 2014, which is the first full pay period in July.

July 2015: 2% COLA effective July 2, 2015, which is the first full pay period in July.

- B. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years - 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- C. Bi-lingual Pay: Employees will be compensated an additional 5% of their base pay for providing bi-lingual skills as deemed necessary by the department head.
- D. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- E. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8 - PART-TIME BENEFITS

Section 1. The County will provide the following benefits at the following levels for the following classifications of part-time employees:

A-Par Employees

- A. Part-time, Non-benefited, Merit System Employees:
1. Defined as employees working between 1 to 19.99 hours per week;
 2. Hired through County recruitment process;
 3. Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
 4. Any hours worked in excess of 38 during the two week pay period will be paid at time and one half.
 5. Longevity Pay: Longevity pay for A-Par employees at 2% to be paid after 10 years of service at the pay step and category at the time of attainment of 10 years (not based upon the beginning pay at the time of hire). Additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 25 years. If an A-Par employee moves to a miscellaneous full-time category, the initial hire date is used to calculate the longevity accrual.
 6. Flex Days: Employees will receive 10 hours of flex days per fiscal year - does not accrue.
 7. Holiday Pay: Holiday pay shall be paid at the rate of time and one-half to A-Par employees for working on recognized County Holidays scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules.
 - (a) Employees in this category will not receive holiday pay for county recognized holidays not worked.
 8. Short-Term Disability benefit- Employees in this category may opt into the County's Short-Term Disability program at their own expense through payroll deduction.

9. Such employees shall not receive any other benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, , 20 or 33 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.

B-Par Employees

B. Part-time, Benefited, No PERS Retirement, Merit System Employees:

1. Defined as employees working between 20.00 to 29.99 hours per week;
2. Employees hired through the County recruitment process;
3. Merit System employees with full appellate rights under the Personnel Rules;
4. Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits and limited payment of employee's contributions for Social Security and Medicare);
5. Employees shall receive the following benefits:
 - (a) Seventy-five percent (75%) of the County's eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own cost, dependent coverage).
 - (b) Dental and Vision Insurance: Employees will be allowed to opt into dental and vision insurance, premium to be paid by the employee through payroll deduction;
 - (c) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 813) and sick leave (Article 16 hereof and Personnel Rule 814). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back. The buyback will be based on the budgeted position (20.00-29.99). Employee using less than five days of sick leave in a calendar year and having a minimum of 10 sick days on the books will be eligible to sell back up to 5 days;
 - (d) Any hours worked in excess of 58 during the two-week pay period, will be paid at time and one half;
 - (e) Longevity Pay: Longevity pay for B-Par employees to be paid at 2% after 10 years of service at the pay step and category at the time of

attainment of 10 years (not based upon the beginning pay at the time of hire); additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 25 years for B-Pars just as miscellaneous employees. If B-Par moves to a miscellaneous category, the initial hire date is used to calculate the longevity accrual;

- (f) Flex Days: Employees will receive 20 hours of flex days per fiscal year - does not accrue;
- (g) Holidays: 11 holidays per year will be paid to B-Par employees at 4 hours per holiday. Flex hours may be used to complement hours in order to spare the use of accrued vacation time by B-Par employees for holidays when county departments are closed;
- (h) Holiday Pay: Holiday pay shall be paid at the rate of time and one half to B-Par employees for working on recognized County Holiday scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules;
- (i) Short-term Disability Insurance: Benefit for B-Par employees shall be paid by the County. County will cover the 1% of base pay for all B-Par employees for in the County Disability Program;
- (j) Employee moving from part-time status to full-time status will be allowed portability of vacation and sick leave accruals based on the prorated budgeted position;
- (k) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
- (l) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;
- (m) Except as specifically provided in sections (a) through (l) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.

C-Par Employees

B. Part-time, Prorated Benefits, Merit System Employees:

1. Defined as employees working between 30.00 to 39.99 hours per week, as determined by the Personnel Rules and Article 4, herein);
2. Employees hired through County recruitment process and merit system employees;
3. Employees will have health benefits as provided by the County to full-time employees as provided in Article 9 – Insurance Benefits;
4. Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
5. A non-exempt employees will be paid overtime and eligible for compensatory time for all hours worked in excess of 40 hours per week. Overtime payments and compensatory time will be provided in Article 5.

Section 2. The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- A. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, or other workers placed through state or federal programs;
- B. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1;

ARTICLE 9 - INSURANCE BENEFITS

- A. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- C. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- D. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- E. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for *employee only* coverage = \$92.31 per pay period
 - Eligible for *employee plus one* coverage = \$184.62 per pay period
 - Eligible for *family* coverage = \$276.93 per pay period

ARTICLE 10 - FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in Flexible Benefit Program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11 - SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of employee's base salary to a maximum of what the State of California rate is per year. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12 - DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13 - REASONABLE ACCESS, CONTRACTING OUT, ADVANCE NOTICE

Reasonable Access - The practice will continue which allows ICEA/AFSCME Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting-out of County Services in accordance with all applicable laws.

Advance Notice - The County shall provide reasonable advance notice to the Union of any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Union's response and meet- and- confer if necessary. Said notice shall be sent to the ICEA/AFSCME Local 315 President, Secretary and the specified AFSCME District Council 57 Office.

Board of Supervisor Agenda- County agrees to email ICEA President and AFSCME the Board of Supervisors agenda in addition to sending the entire package by a delivery service.

ARTICLE 14 - EQUITY ADJUSTMENT/JOB DESCRIPTIONS/PERSONNEL RULES:

The County will provide equity adjustments as outlined in Attachment C. County will provide new job descriptions and titles for the classifications outlined in Attachment D. Modified Personnel Rules are outlined in Attachment E are now a part of this ICEA MOU, and when all other bargaining units agree to these changes, the changes will be incorporated into the Personnel Rules and Regulations.

ARTICLE 15 - RE-OPENERS:

On Call/Standby issue at Health and Human Services – County agrees to re-open and meet and confer on issue within 30 days of contract ratification and complete no later than 180 days from ratification of the contract.

Grievance Language – County agrees to meet and confer within 60 days of contract ratification on Article XII, Grievances, of the Personnel Rules and Regulations, and complete no later than 180 days from ratification of contract.

Catastrophic Illness Policy – County agrees to meet and confer within 90 days of contract ratification and complete no later than 180 days from ratifications of contract.

ARTICLE 16 - SICK LEAVE

- A. Each full-time and B-Par employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- B. Except as provided in Article 8, any employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.
- C. The County recognizes that the ICEA membership has created a sick leave pool for use by those members who exhaust all accrued leave (flex, vacation, sick, compensatory) due to non-industrial illness or injury. Rules governing use of the Sick Leave Bank have been established by the ICEA Sick Leave Bank Committee. A copy of those rules is available through ICEA, Personnel, or the department head. An employee may only receive a cumulative total of 160 hours from the ICEA Sick Leave Bank during any twelve-month period. Any exception to this limitation must be approved in writing by both the department head and County Administrator Officer. Prior to making their determination, the department head and County Administrator Officer shall consider a written recommendation from the ICEA board or its designee.
- D. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.
- E. Any employee who separates or retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.
- F. Any sick leave used for bereavement will not impact the "buy back" provisions above.

ARTICLE 17 - VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.

- B. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18 - FLEXIBLE LEAVE

The County shall grant employees 35 hours or 40 hours (depending on employee's hourly status) of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County service.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1- October 31..... Five (5) days
November 1 - February 28 Three (3) days
March 1 - June 30 One (1) day.

ARTICLE 19 - HOLIDAYS

A. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
February 12 (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

- B. Additional Provisions. Any employee who works in a facility which operates seven days (7) a week who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day, with the exception of APAR and BPAR employees as outlined in Article 8. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

ARTICLE 20 - RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic):

- A. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;
 2. Include post-retirement survivor allowance;
 3. Allow 260 days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC);
 5. All other provisions as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

ARTICLE 21 - PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

ARTICLE 22 - EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23 - TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24 - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deductions: The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction. Members of the Association who wish to withdraw from Association membership may do so only during the annual window period from January 1 through January 15, by sending a written notice to the County and the Association. Notice received outside the window period shall be returned and not be processed.

Section 2. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. ICEA Release Time: County will release with pay ICEA Board of Directors or other ICEA members (maximum seven (7) employees on any committee) assigned to establish ICEA committees (as determined by the ICEA Bylaws in effect as of January 1, 1998) from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICEA providing to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICEA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICEA release time prior to discussing such matters with the ICEA Board or any member of the ICEA Board.

Section 4. Mailing List: County will provide ICEA Board current employee lists to include personal mailing addresses, to provide the opportunity to correspond with all ICEA represented employees in a timely manner. This address list will be provided on an annual basis and within 30 days written notice.

ARTICLE 25 - OUT OF CLASSIFICATION PAY

Out of classification pay is outlined in Attachment E.

ARTICLE 26 - FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

Attachment B lists those classifications that are represented by the Association, except as classifications may be severed in accordance with Resolution 2003-76.

ARTICLE 27 - PROBATION PERIOD

The following classifications will serve a 12-month probationary period:

- Dispatchers

ARTICLE 28 - UNIFORMS

Section 1. The following uniform allowance applies only to Animal Control Officers, Shelter Manager and Shelter Attendant:

- A. The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid quarterly in the amount of \$200.00. This payment shall be payable on the last payroll date of each quarter.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the Department. Normal wear and tear of clothing articles is not included.
- D. New employees receive up to \$400.00 as reimbursement upon proof of uniform purchases. This \$400.00 is to come from the current \$800.00 annual payment, whereby a new employee can draw his first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

ARTICLE 29 - SAFETY SHOES

County shall reimburse each employee covered by this Agreement who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an

invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30 - PERFORMANCE EVALUATIONS

The County will use the performance evaluation form made effective December 2013.

ARTICLE 31 - DRUG-FREE WORKPLACE/DEPARTMENT OF TRANSPORTATION DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo Drug will enforce the Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

ARTICLE 32 - MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33 - TUITION/LICENSING REIMBURSEMENT

The County will reimburse educational expenses to a maximum of \$350.00 per year per employee for tuition and books approved by Department Head and County Administrative Officer. The County will reimburse all costs for licenses and certifications used in the course of employment

The County will consider allocating an additional amount to any given employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the department head's recommendation for payment is necessary.

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

ARTICLE 34 - SMOKING

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Employees smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

ARTICLE 35 - MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

ARTICLE 36 - LETTER OF REPRIMAND

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Personnel Director, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

ARTICLE 37 - AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526
- B. President
Inyo County Employees Association
P.O. Box 492
Independence, CA 93526
- C. AFSCME, District Council 57
2000 Embarcadero, Suite 2000
Oakland, California 94606

ARTICLE 38 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 39 - NO STRIKE-NO LOCKOUT

Section 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 40 - EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

ARTICLE 41 - SEPARABILITY

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE 42 - REOPENER CLAUSE

Either the Inyo County Employees Association or the County may reopen this MOU during the three-year period of this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

ARTICLE 43 - MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in force and effect from October 1, 2013 through September 30, 2016. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44 - RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 15th day of October 2013.

COUNTY OF INYO:


Linda Arcularius, Chairperson

INYO COUNTY EMPLOYEES ASSOCIATION:


David Caravantes, ICEA Business Agent

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR THE PURPOSES OF OVERTIME
Administrative, Executive and Professional

AGRICULTURAL COMM DEPUTY
AGRICULTURAL COMMISSIONER
ASSESSOR
ASSESSOR ASSISTANT
AUDITOR ASSISTANT
AUDITOR CONTROLLER
CAO ASSISTANT
CAO DEPUTY
CAO SENIOR DEPUTY
CLERK RECORDER
CLERK RECORDER ASSISTANT
CLINIC MANAGER
CORONER
COUNTY ADMINISTRATIVE OFFICER
COUNTY COUNSEL
COUNTY COUNSEL DEPUTY
DEPUTY DIRECTOR OF PERSONNEL
DEPUTY DIRECTOR PLANNING
DIRECTOR CHILD SUPPORT
DIRECTOR ENVIRONMENTAL HEALTH
DIRECTOR FIRST FIVE
DIRECTOR HEALTH&HUMAN SERVICES
DIRECTOR INFO TECHNOLOGY
DIRECTOR LIBRARY
DIRECTOR MENTAL HEALTH
DIRECTOR PLANNING
DIRECTOR OF PUBLIC WORKS
DIRECTOR SOCIAL SERVICES
DIRECTOR WATER
DISTRICT ATTORNEY
DISTRICT ATTORNEY ASSISTANT
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSOCIATE CIVIL
ENGINEER SENIOR
HHS ASSISTANT DIRECTOR
HHS DEPUTY DIRECTOR - PUBLIC HEALTH
HYDROLOGIST

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR THE PURPOSES OF OVERTIME
Administrative, Executive and Professional

INT WST MGMT PRG SUPERINTENDEN
SR INT WST MGMT PRG SUPERINT
MANAGEMENT ANALYST
MANAGEMENT ANALYST SENIOR
MITIGATION PROJECT MANAGER
MUSEUM ADMINISTRATOR
PUBLIC ADMINISTRATOR GUARD
PLANNING SENIOR
PROBATION CHIEF OFFICER
PROBATION DEPUTY CHIEF ADULT/JUVEN
PROBATION DEPUTY CHIEF JUV INST
PROGRAM CHIEF
PSYCHIATRIST
PSYCHOTHERAPIST
PUBLIC WORKS DEPUTY
ROAD SUPERINTENDENT
RISK MANAGER
SCIENCE COORDINATOR
SCIENTIST
SOCIAL WORKER SUPERVISOR SR
LIEUTENANT
SHERIFF
UNDERSHERIFF
SUPERVISOR
TREASURER TAX COLLECTOR ASST
TREASURER TAX COLLECTOR

**ATTACHMENT B
ICEA REPRESENTED POSITIONS**

TITLE

**ACCOUNT CLERK
ACCOUNT TECHNICIAN
ADDICTION COUNSELOR
ADDICTION SUPERVISOR
ADMINISTRATIVE ANALYST
AG BIOL WGHTS & MSRS INSPECTOR
AIRPORT LEAD
AIRPORT TECHNICIAN
ANIMAL CONTROL OFFICER
ANIMAL CONTROL SUPERVISOR
APPRAISER AIDE
APPRAISER
ASSESSMENT CLERK
AUDITOR APPRAISER
BUILDING GROUNDS WORKER
BUILDING INSPECTOR
BUILDING MAINTENANCE WORKER
CADASTRAL TECHNICIAN
RESIDENTIAL CAREGIVER
CASE MANAGER
CHILD SUPPORT OFFICER
CLERK ELECTIONS ASSISTANT
RECORDS ELECTIONS CLERK
RECORDER TECHNICIAN
CUSTODIAN
CUSTODIAN SUPERVISOR
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSOCIATE CIVIL
ENGINEERING ASSISTANT
ENGINEER ASSISTANT CIVIL
ENGINEERING TECHNICIAN
ENVIRONMENTAL HEALTH REHS
ENVIRONMENTAL HEALTH TRAINEE
EQUIPMENT MECHANIC HEAVY
EQUIPMENT OPERATOR MECHANIC
EQUIPMENT OPERATOR LEAD
EQUIPMENT OPERATOR HEAVY
FIELD ASSISTANT
FIELD PROGRAM COORDINATOR**

ATTACHMENT B
ICEA REPRESENTED POSITIONS

FIELD TECHNICIAN
FISCAL SUPERVISOR
FOOD ASSISTANT
FOOD COOK
FOOD JUVENILE INSTITUTIONS
FOOD SUPERVISOR
GATE ATTENDANT
GIS TECHNICIAN
HHS SPECIALIST
HUMAN SERVICES SUPERVISOR
HYDROLOGIST
INTEGRATED CASE WORKER
NETWORK ANALYST
PROGRAMMER ANALYST
LABORATORY TECHNICIAN
LIBRARIAN
LIBRARY SPECIALIST
LIBRARY TECHNICIAN
MANAGER PROGRESS HOUSE
MANAGER WIC PROGRAM
MOSQUITO SUPERVISOR
MOSQUITO TECHNICIAN
MUSEUM ASSISTANT
CURATOR COLLECTIONS & EXHIBITS
NURSE PUBLIC HEALTH
NURSE PRACTITIONER SUPERVISOR
NURSE PSYCH
NURSE REGISTERED
OFFICE ASSISTANT LAB TECH
OFFICE ASSISTANT
OFFICE MANAGER
OPERATIONS MANAGER TECOPA
PARK CAMPGROUND CREW LEADER
PARK SPECIALIST
PLANNING ASSOCIATE
PLANNING COORDINATOR
PLANNING SENIOR
PLANNING TRANSPORTATION
PREVENTION SPECIALIST
PROGRAM COORDINATOR

**ATTACHMENT B
ICEA REPRESENTED POSITIONS**

**PSYCHOTHERAPIST
ROAD MAINTENANCE SUPERVISOR
ROAD MAINTENANCE WORKER
ROAD SHOP ASSISTANT
ROAD SHOP SUPERVISOR
SALT CEDAR COORDINATOR
ASSOCIATE SCIENTIST
SCIENCE COORDINATOR
SCIENTIST
SECRETARY
ADMINISTRATIVE LEGAL SECRETARY
ADMINISTRATIVE SECRETARY
EXECUTIVE SECRETARY
LEGAL SECRETARY
SENIOR ASSISTANT COORDINATOR
PROGRAM SERVICES ASSISTANT
SENIOR SITE COORDINATOR
SENIOR SPECIALIST SERVICES
SHELTER ASSISTANT
SHELTER MANAGER
SOCIAL WORKER
CIVIL OFFICER
DISPATCH
EVIDENCE TECHNICIAN
RECORDS CLERK
SHERIFF ADMIN ASSISTANT
VICTIM WITNESS ASSISTANT
VICTIM WITNESS COORDINATOR
VETERAN SERVICES REP**

**ATTACHMENT C
ICEA SALARY MOVEMENTS**

POSITION	Proposed Range Increase
ACCOUNT CLERK 01	48
ACCOUNT CLERK 02	50
ACCOUNT CLERK 03	52
ADMINISTRATIVE ANALYST 01	68
ADMINISTRATIVE ANALYST 02	70
ADMINISTRATIVE ANALYST 03	72
ACCOUNT TECHNICIAN 01	55
ACCOUNT TECHNICIAN 02	59
ACCOUNT TECHNICIAN 03	63
ADMINISTRATIVE SECRETARY 03	64
AIRPORT LEAD	63
ANIMAL CONTROL OFFICER 01	45
ANIMAL CONTROL OFFICER 02	56
ANIMAL CONTROL OFFICER 03	60
ANIMAL CONTROL SUPERVISOR	64
APPRAISER 01	68
APPRAISER 02	70
APPRAISER 03	72
APPRAISER AIDE	59
ASSESSMENT CLERK 01	55
ASSESSMENT CLERK 02	59
ASSESSMENT CLERK 03	63
BUILDING GROUNDS WORKER	50
BUILDING INSPECTOR 01	68
BUILDING INSPECTOR 02	72
BUILDING MAINTENANCE WORKER 01	56
BUILDING MAINTENANCE WORKER 02	60
CADASTRAL TECHNICIAN 01	61
CADASTRAL TECHNICIAN 02	66
CADASTRAL TECHNICIAN 03	61
CASE MANAGER 01	57
CASE MANAGER 02	60
CASE MANAGER 03	64
CIVIL OFFICER	64
COOK	51
CUSTODIAN 01	50
CUSTODIAN 02	54
CUSTODIAN SUPERVISOR	58
DISPATCH 01	55
DISPATCH 02	60
EQUIPMENT OPERATOR LEAD	66
EVIDENCE TECHNICIAN	64
FIELD PROGRAM COORDINATOR	72
FOOD SUPERVISOR JUV INST	51
GATE ATTENDANT	48
GIS TECHNICIAN 01	68
GIS TECHNICIAN 02	72
GIS TECHNICIAN 03	75
GIS TECHNICIAN 04	79
HUMAN SERVICES SUPERVISOR	70
LABORATORY TECHNICIAN 01	60
LABORATORY TECHNICIAN 02	65
LEGAL SECRETARY 01	56

**ATTACHMENT C
ICEA SALARY MOVEMENTS**

LEGAL SECRETARY 02	60
LEGAL SECRETARY 03	64
LIBRARY TECHNICIAN 01	55
LIBRARY TECHNICIAN 02	58
LIBRARY TECHNICIAN 03	61
MANAGER PROGRESS HOUSE	78
MOSQUITO SUPERVISOR	72
MOSQUITO TECHNICIAN 01	52
MOSQUITO TECHNICIAN 02	56
MOSQUITO TECHNICIAN 03	60
MUSEUM ASSISTANT	48
NETWORK ANALYST 01	68
NETWORK ANALYST 02	72
NETWORK ANALYST 03	75
NETWORK ANALYST 04	79
OFFICE ASSISTANT 01	48
OFFICE ASSISTANT 02	50
OFFICE ASSISTANT 03	52
OFFICE ASSISTANT LAB TECH 03	52
OFFICE MANAGER	63
PARK HELPER	50
PLANNING TRANSPORTATION 01	74
PLANNING TRANSPORTATION 02	78
PROGRAM COORDINATOR	72
PROGRAM SERVICES ASST. 03	50
PROGRAMMER ANALYST 01	68
PROGRAMMER ANALYST 02	72
PROGRAMMER ANALYST 03	75
PROGRAMMER ANALYST 04	79
PSYCHOTHERAPIST	81
RECORDER TECHNICIAN 01	55
RECORDER TECHNICIAN 02	59
RECORDER TECHNICIAN 03	63
RECORDS CLERK	63
RECORDS ELECTIONS CLERK 01	48
RECORDS ELECTIONS CLERK 02	50
RECORDS ELECTIONS CLERK 03	52
REGISTERED ENV HEALTH SPEC TRAINEE	67
REGISTERED ENV HEALTH SPEC 01	71
REGISTERED ENV HEALTH SPEC 02	75
REGISTERED ENV HEALTH SPEC 03	79
ROAD MAINT CREW SUPERVISOR	71
ROAD SHOP SUPERVISOR	71
SALT CEDAR COORDINATOR	72
SECRETARY	54
SHELTER MANAGER	52
SOCIAL WORKER 01	65
SOCIAL WORKER 02	67
SOCIAL WORKER 03	70
SOCIAL WORKER 04	73
VICTIM WITNESS COORDINATOR	60

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**ATTACHMENT D - 1
ICEA TITLE CHANGES**

POSITION	Notes
ACCOUNT CLERK 01	Change title to Office Clerk I
ACCOUNT CLERK 02	Change title to Office Clerk II
ACCOUNT CLERK 03	Change title to Office Clerk III
ACCOUNT TECHNICIAN 01	Chg title to Office Tech I
ACCOUNT TECHNICIAN 02	Chg title to Office Tech II
ACCOUNT TECHNICIAN 03	Chg title to Office Tech III
AIRPORT LEAD	Chg title to Airport Ops Supervisor
ANIMAL CONTROL OFFICER 01	Delete position
ANIMAL CONTROL OFFICER 02	Chg title to ACO
ANIMAL CONTROL OFFICER 03	Chg title to Sr ACO
ASSESSMENT CLERK 01	Chg title to Office Tech I
ASSESSMENT CLERK 02	Chg title to Office Tech II
ASSESSMENT CLERK 03	Chg title to Office Tech III
BUILDING INSPECTOR 01	Chg to Bldg Inspector
BUILDING INSPECTOR 02	Change title to Sr Bldg Inspector
CADASTRAL TECHNICIAN 03	Only have a I/II level
CASE MANAGER 01	Chg title to HHS Spec 3
CASE MANAGER 02	Chg title to HHS Spec 4
CASE MANAGER 03	Delete in HHS
FIELD PROGRAM COORDINATOR	Chg title to Prg Mgr-Veg
FOOD SUPERVISOR JUV INST	Chg title to Cook
LIBRARY TECHNICIAN 01	Delete when vacated
LIBRARY TECHNICIAN 02	Delete when vacated
LIBRARY TECHNICIAN 03	Delete when vacated
MOSQUITO SUPERVISOR	Chg title to Prg Mgr - Mosquito
OFFICE ASSISTANT 01	Change title to Office Clerk I
OFFICE ASSISTANT 02	Change title to Office Clerk II
OFFICE ASSISTANT 03	Change title to Office Clerk III
OFFICE ASSISTANT LAB TECH 03	Change title to Office Clerk III give stipend for lab duties
OFFICE MANAGER	Chg title to Office Tech (55,59,63)
PLANNING TRANSPORTATION 01	Chg title to Transportation Planner
PLANNING TRANSPORTATION 02	Chg title to Sr Transportation Planner
PROGRAM COORDINATOR	Create a new title to Prg Mgr
RECORDER TECHNICIAN 01	Chg title to Off Tech I
RECORDER TECHNICIAN 02	Chg title to Off Tech II
RECORDER TECHNICIAN 03	Chg title to Off Tech III
RECORDS CLERK	Move into Office Tech Series
RECORDS ELECTIONS CLERK 01	Change title to Office Clerk I
RECORDS ELECTIONS CLERK 02	Change title to Office Clerk II
RECORDS ELECTIONS CLERK 03	Change title to Office Clerk III
SALT CEDAR COORDINATOR	Chg title to Prg Mgr-Salt Cedar
SECRETARY	Delete Position

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039	2056	2156	2268	2379	2498
040	2101	2204	2317	2433	2557
041	2154	2256	2372	2489	2614
042	2199	2305	2426	2550	2673
043	2250	2360	2480	2604	2737
044	2304	2420	2542	2670	2805
045	2354	2475	2597	2732	2868
046	2405	2535	2653	2794	2935
047	2469	2592	2723	2853	3003
048	2530	2646	2781	2927	3067
049	2582	2712	2847	2991	3139
050	2642	2777	2915	3057	3213
051	2706	2842	2980	0	3281
052	2769	2903	3053	3202	3364
053	2835	2977	3121	3273	3448
054	2897	3048	3192	3351	3523
055	2968	3111	3269	3434	3608
056	3040	3186	3344	3511	3690
057	3107	3265	3425	3597	3775
058	3181	3339	3504	3681	3871
059	3258	3417	3592	3770	3958
060	3336	3500	3675	3862	4052
061	3412	3581	3764	3955	4143
062	3495	3672	3856	4042	4249
063	3572	3753	3946	4140	4346
064	3662	3842	4030	4242	4450
065	3744	3936	4134	4340	4553
066	3832	4027	4234	4441	4665
067	3929	4125	4331	4551	4770
068	4025	4227	4436	4653	4890
069	4122	4326	4543	4767	5002
070	4221	4434	4652	4888	5133
071	4319	4534	4763	4998	5250
072	4423	4647	4875	5114	5372
073	4526	4756	4996	5243	5506
074	4638	4870	5111	5369	5637
075	4749	4989	5230	5495	5772
076	4863	5104	5366	5631	5912
077	4976	5224	5489	5765	6051
078	5097	5347	5619	5900	6195
079	5217	5479	5752	6039	6344
080	5343	5614	5898	6190	6498
081	5471	5751	6035	6339	6652
082	5613	5887	6185	6494	6815
083	5751	6035	6339	6646	6987
084	5893	6185	6494	6815	7162
085	6037	6339	6646	6987	7339
086	6186	6494	6815	7162	7519
087	6340	6646	6987	7339	7701
088	6497	6815	7162	7519	7895
089	6662	6987	7339	7701	8090
090	6824	7162	7519	7895	8297
091	6993	7339	7701	8090	8498
092	7167	7519	7895	8297	8711
093	7347	7701	8090	8498	8924
094	7522	7895	8297	8711	9147
095	7707	8090	8498	8924	9378
096	7902	8297	8711	9147	9609
097	8096	8498	8924	9378	9844
098	8301	8711	9147	9609	10091
099	8502	8924	9378	9844	10338

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.46549	14.11130	14.86103	15.60333	16.38276
043P7	13.51440	14.17666	14.89712	15.64670	16.43997
044P7	14.10388	14.82392	15.55879	16.38050	17.17702
050P7	16.36891	17.18736	18.04672	18.94906	19.89651

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.01587	11.56796	12.15902	12.74359	13.38013
040PT	11.26918	11.81477	12.41883	13.03588	13.69840
041PT	11.55497	12.10057	12.71760	13.34764	14.00367
042PT	11.78232	12.34740	13.00340	13.65292	14.33493
043PT	12.06159	12.65265	13.29569	13.96470	14.67267
044PT	12.34090	12.97093	13.61395	14.31544	15.02990
045PT	12.62019	13.26320	13.91924	14.64020	15.38066
046PT	12.89949	13.58148	14.21152	14.97145	15.72490
047PT	13.22424	13.88676	14.58824	15.30270	16.08862
048PT	13.24050	14.19201	14.90001	15.67293	16.43938
049PT	13.82829	14.52978	15.25074	16.03017	16.82258
050PT	14.17903	14.88051	15.62745	16.38090	17.21230
051PT	14.49730	15.21828	15.97821	16.77712	17.58902
052PT	14.83505	15.56900	16.36142	17.16034	18.02420
053PT	15.18579	15.96521	16.73165	17.54355	18.48537
054PT	15.53004	16.32897	17.10188	17.95925	18.88158
055PT	15.90677	16.67969	17.52407	18.40743	19.33624
056PT	16.28349	17.08890	17.92028	18.81013	19.78441
057PT	16.65371	17.49809	18.34896	19.26479	20.23257
058PT	17.04992	17.90079	18.77765	19.73894	20.73920
059PT	17.45263	18.30999	19.23880	20.20659	21.21334
060PT	17.88130	18.75816	19.69347	20.68725	21.71347
061PT	18.29050	19.19333	20.18709	21.19387	22.22010
062PT	18.73218	19.67399	20.64826	21.66800	22.77869
063PT	19.14788	20.10917	21.14838	22.20063	23.28530
064PT	19.62203	20.58980	21.60956	22.73322	23.85039
065PT	20.06370	21.10293	22.14866	23.25285	24.39600
066PT	20.53784	21.59007	22.68776	23.80493	25.00656
067PT	21.05747	22.10319	23.20738	24.38301	25.57163
068PT	21.57708	22.65528	23.77247	24.94160	26.20817
069PT	22.08370	23.17489	24.34403	25.55864	26.80572
070PT	22.61631	23.75946	24.93509	26.19517	27.48771
071PT	23.13594	24.29857	25.53915	26.79273	28.12425
072PT	23.70102	24.90912	26.12373	27.40977	28.79325
073PT	24.26610	25.49370	26.77974	28.09177	29.50124
074PT	24.85066	26.09773	27.39028	28.77377	30.20271
075PT	25.44172	26.74727	28.03331	29.43627	30.93667
076PT	26.05228	27.35782	28.75427	30.17023	31.69011
077PT	26.66932	28.00732	29.41679	30.89120	32.42408
078PT	27.30585	28.65035	30.11178	31.63166	33.20350
079PT	27.96837	29.36483	30.82625	32.36561	34.00240
080PT	28.62438	30.07931	31.61865	33.17102	34.82730
081PT	29.33235	30.81976	32.35263	33.96995	35.64571
082PT	30.07281	31.54721	33.15153	34.80782	36.52255
083PT	30.81976	32.35263	33.96995	35.61322	37.44487
084PT	31.58620	33.15153	34.80782	36.52255	38.38667
085PT	32.35912	33.96995	35.61322	37.44487	39.32848
086PT	33.15803	34.80782	36.52255	38.38667	40.29626
087PT	33.97643	35.61322	37.44487	39.32848	41.27703
088PT	34.82081	36.52255	38.38667	40.29626	42.31628
089PT	35.70415	37.44487	39.32848	41.27703	43.34902
090PT	36.57044	38.38667	40.29626	42.31628	44.46397
091PT	37.47787	39.32848	41.27703	43.34902	45.54076
092PT	38.40716	40.29626	42.31628	44.46397	46.68334
093PT	39.37472	41.27703	43.34902	45.54076	47.82582
094PT	40.31495	42.31628	44.46397	46.68334	49.02297
095PT	41.30437	43.34902	45.54076	47.82582	50.25838
096PT	42.34844	44.46397	46.68334	49.02297	51.49927
097PT	43.38708	45.54076	47.82582	50.25838	52.75655
098PT	44.48583	46.68334	49.02297	51.49927	54.07942
099PT	45.56273	47.82582	50.25838	52.75655	55.40230

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039	2097	2199	2313	2427	2548
040	2143	2248	2363	2482	2608
041	2197	2301	2419	2539	2666
042	2243	2351	2475	2601	2726
043	2295	2407	2530	2656	2792
044	2350	2468	2593	2723	2861
045	2401	2524	2649	2787	2925
046	2453	2586	2706	2850	2994
047	2518	2644	2777	2910	3063
048	2581	2699	2837	2986	3128
049	2634	2766	2904	3051	3202
050	2695	2833	2973	3118	3277
051	2760	2899	3040	3192	3347
052	2824	2961	3114	3266	3431
053	2892	3037	3183	3338	3517
054	2955	3109	3256	3418	3593
055	3027	3173	3334	3503	3680
056	3101	3250	3411	3581	3764
057	3169	3330	3494	3669	3850
058	3245	3406	3574	3755	3948
059	3323	3485	3664	3845	4037
060	3403	3570	3748	3939	4133
061	3480	3653	3839	4034	4226
062	3565	3745	3933	4123	4334
063	3643	3828	4025	4223	4433
064	3735	3919	4111	4327	4539
065	3819	4015	4217	4427	4644
066	3909	4108	4319	4530	4758
067	4008	4208	4418	4642	4865
068	4106	4312	4525	4746	4988
069	4204	4413	4634	4862	5102
070	4305	4523	4745	4986	5236
071	4405	4625	4858	5098	5355
072	4511	4740	4972	5216	5479
073	4617	4851	5096	5348	5616
074	4731	4967	5213	5476	5750
075	4844	5089	5335	5605	5887
076	4960	5206	5473	5744	6030
077	5076	5328	5599	5880	6172
078	5199	5454	5731	6018	6319
079	5321	5589	5867	6160	6471
080	5450	5726	6016	6314	6628
081	5580	5866	6156	6466	6785
082	5725	6005	6309	6624	6951
083	5866	6156	6466	6779	7127
084	6011	6309	6624	6951	7305
085	6158	6466	6779	7127	7486
086	6310	6624	6951	7305	7669
087	6467	6779	7127	7486	7855
088	6627	6951	7305	7669	8053
089	6795	7127	7486	7855	8252
090	6960	7305	7669	8053	8463
091	7133	7486	7855	8252	8668
092	7310	7669	8053	8463	8885
093	7494	7855	8252	8668	9102
094	7672	8053	8463	8885	9330
095	7861	8252	8668	9102	9566
096	8060	8463	8885	9330	9801
097	8258	8668	9102	9566	10041
098	8467	8885	9330	9801	10293
099	8672	9102	9566	10041	10545

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.73480	14.39353	15.15825	15.91540	16.71042
043P7	13.78469	14.46019	15.19506	15.95963	16.76877
044P7	14.38596	15.12040	15.86997	16.68771	17.52056
050P7	16.69629	17.53111	18.40765	19.32804	20.29444

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.2362	11.7993	12.4022	12.9985	13.6477
040PT	11.4946	12.0511	12.6672	13.2966	13.9724
041PT	11.7861	12.3426	12.9720	13.6146	14.2837
042PT	12.0180	12.5944	13.2635	13.9260	14.6216
043PT	12.3028	12.9057	13.5616	14.2440	14.9661
044PT	12.5877	13.2304	13.8862	14.6018	15.3305
045PT	12.8726	13.5285	14.1976	14.9330	15.6883
046PT	13.1575	13.8531	14.4958	15.2709	16.0394
047PT	13.4887	14.1645	14.8800	15.6088	16.4104
048PT	13.5053	14.4759	15.1980	15.9864	16.7682
049PT	14.1049	14.8204	15.5558	16.3508	17.1590
050PT	14.4626	15.1781	15.9400	16.7085	17.5566
051PT	14.7873	15.5227	16.2978	17.1127	17.9408
052PT	15.1318	15.8804	16.6887	17.5036	18.3847
053PT	15.4895	16.2845	17.0663	17.8944	18.8551
054PT	15.8406	16.6556	17.4439	18.3184	19.2592
055PT	16.2249	17.0133	17.8746	18.7756	19.7230
056PT	16.6092	17.4307	18.2787	19.1863	20.1801
057PT	16.9868	17.8481	18.7159	19.6501	20.6372
058PT	17.3909	18.2588	19.1532	20.1337	21.1540
059PT	17.8017	18.6762	19.6236	20.6107	21.6376
060PT	18.2389	19.1333	20.0873	21.1010	22.1477
061PT	18.6563	19.5772	20.5908	21.6178	22.6645
062PT	19.1068	20.0675	21.0612	22.1014	23.2343
063PT	19.5308	20.5114	21.5714	22.6446	23.7510
064PT	20.0145	21.0016	22.0418	23.1879	24.3274
065PT	20.4650	21.5250	22.5916	23.7179	24.8839
066PT	20.9486	22.0219	23.1415	24.2810	25.5067
067PT	21.4786	22.5453	23.6715	24.8707	26.0831
068PT	22.0086	23.1084	24.2479	25.4404	26.7323
069PT	22.5254	23.6384	24.8309	26.0698	27.3418
070PT	23.0686	24.2347	25.4338	26.7191	28.0375
071PT	23.5987	24.7845	26.0499	27.3286	28.6867
072PT	24.1750	25.4073	26.6462	27.9580	29.3691
073PT	24.7514	26.0036	27.3153	28.6536	30.0913
074PT	25.3477	26.6197	27.9381	29.3493	30.8068
075PT	25.9506	27.2822	28.5940	30.0250	31.5554
076PT	26.5733	27.9050	29.3294	30.7736	32.3239
077PT	27.2027	28.5675	30.0051	31.5090	33.0726
078PT	27.8520	29.2234	30.7140	32.2643	33.8676
079PT	28.5277	29.9521	31.4428	33.0129	34.6825
080PT	29.1969	30.6809	32.2510	33.8344	35.5239
081PT	29.9190	31.4362	32.9997	34.6494	36.3586
082PT	30.6743	32.1782	33.8146	35.5040	37.2530
083PT	31.4362	32.9997	34.6494	36.3255	38.1938
084PT	32.2179	33.8146	35.5040	37.2530	39.1544
085PT	33.0063	34.6494	36.3255	38.1938	40.1151
086PT	33.8212	35.5040	37.2530	39.1544	41.1022
087PT	34.6560	36.3255	38.1938	40.1151	42.1026
088PT	35.5172	37.2530	39.1544	41.1022	43.1626
089PT	36.4182	38.1938	40.1151	42.1026	44.2160
090PT	37.3019	39.1544	41.1022	43.1626	45.3533
091PT	38.2274	40.1151	42.1026	44.2160	46.4516
092PT	39.1753	41.1022	43.1626	45.3533	47.6170
093PT	40.1622	42.1026	44.2160	46.4516	48.7823
094PT	41.1213	43.1626	45.3533	47.6170	50.0034
095PT	42.1305	44.2160	46.4516	48.7823	51.2636
096PT	43.1954	45.3533	47.6170	50.0034	52.5293
097PT	44.2548	46.4516	48.7823	51.2636	53.8117
098PT	45.3756	47.6170	50.0034	52.5293	55.1610
099PT	45.5627	47.8258	50.2584	52.7566	55.4023

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039	2139	2243	2359	2476	2599
040	2186	2293	2410	2532	2660
041	2241	2347	2467	2590	2719
042	2288	2398	2524	2653	2781
043	2341	2455	2581	2709	2848
044	2397	2517	2645	2777	2918
045	2449	2574	2702	2843	2984
046	2502	2638	2760	2907	3054
047	2568	2697	2833	2968	3124
048	2633	2753	2894	3046	3191
049	2687	2821	2962	3112	3266
050	2749	2890	3032	3180	3343
051	2815	2957	3101	3256	3414
052	2880	3020	3176	3331	3500
053	2950	3098	3247	3405	3587
054	3014	3171	3321	3486	3665
055	3088	3236	3401	3573	3754
056	3163	3315	3479	3653	3839
057	3232	3397	3564	3742	3927
058	3310	3474	3645	3830	4027
059	3389	3555	3737	3922	4118
060	3471	3641	3823	4018	4216
061	3550	3726	3916	4115	4311
062	3636	3820	4012	4205	4421
063	3716	3905	4106	4307	4522
064	3810	3997	4193	4414	4630
065	3895	4095	4301	4516	4737
066	3987	4190	4405	4621	4853
067	4088	4292	4506	4735	4962
068	4188	4398	4616	4841	5088
069	4288	4501	4727	4959	5204
070	4391	4613	4840	5086	5341
071	4493	4718	4955	5200	5462
072	4601	4835	5071	5320	5589
073	4709	4948	5198	5455	5728
074	4826	5066	5317	5586	5865
075	4941	5191	5442	5717	6005
076	5059	5310	5582	5859	6151
077	5178	5435	5711	5998	6295
078	5303	5563	5846	6138	6445
079	5427	5701	5984	6283	6600
080	5559	5841	6136	6440	6761
081	5692	5983	6279	6595	6921
082	5840	6125	6435	6756	7090
083	5983	6279	6595	6915	7270
084	6131	6435	6756	7090	7451
085	6281	6595	6915	7270	7636
086	6436	6756	7090	7451	7822
087	6596	6915	7270	7636	8012
088	6760	7090	7451	7822	8214
089	6931	7270	7636	8012	8417
090	7099	7451	7822	8214	8632
091	7276	7636	8012	8417	8841
092	7456	7822	8214	8632	9063
093	7644	8012	8417	8841	9284
094	7825	8214	8632	9063	9517
095	8018	8417	8841	9284	9757
096	8221	8632	9063	9517	9997
097	8423	8841	9284	9757	10242
098	8636	9063	9517	9997	10499
099	8845	9284	9757	10242	10756

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
042P7	14.00950	14.68140	15.46142	16.23371	17.04463
044P7	14.67368	15.42281	16.18737	17.02146	17.87097
050P7	17.03022	17.88173	18.77580	19.71460	20.70033

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.46091	12.03531	12.65024	13.25843	13.92088
040PT	11.72445	12.29209	12.92055	13.56253	14.25182
041PT	12.02179	12.58943	13.23139	13.88688	14.56941
042PT	12.25833	12.84624	13.52874	14.20450	14.91406
043PT	12.54888	13.16381	13.83283	14.52887	15.26544
044PT	12.83947	13.49496	14.16395	14.89378	15.63711
045PT	13.13004	13.79903	14.48157	15.23166	16.00204
046PT	13.42063	14.13017	14.78566	15.57630	16.36019
047PT	13.75849	14.44779	15.17760	15.92092	16.73860
048PT	13.77542	14.76537	15.50197	16.30612	17.10353
049PT	14.38696	15.11679	15.86686	16.67779	17.50221
050PT	14.75186	15.48168	16.25880	17.04269	17.90768
051PT	15.08300	15.83310	16.62373	17.45491	18.29962
052PT	15.43438	16.19799	17.02242	17.85362	18.75237
053PT	15.79930	16.61020	17.40761	18.25231	19.23218
054PT	16.15745	16.98866	17.79280	18.68481	19.64439
055PT	16.54941	17.35355	18.23204	19.15109	20.11742
056PT	16.94134	17.77929	18.64426	19.57006	20.58370
057PT	17.32652	18.20501	19.09026	20.04309	21.04996
058PT	17.73874	18.62399	19.53626	20.53639	21.57706
059PT	18.15771	19.04971	20.01605	21.02293	22.07036
060PT	18.60371	19.51599	20.48909	21.52301	22.59069
061PT	19.02944	19.96874	21.00265	22.05010	23.11779
062PT	19.48896	20.46882	21.48245	22.54339	23.69895
063PT	19.92146	20.92158	22.00278	23.09753	24.22603
064PT	20.41476	21.42163	22.48258	23.65164	24.81395
065PT	20.87427	21.95549	23.04346	24.19227	25.38160
066PT	21.36757	22.46231	23.60435	24.76665	26.01682
067PT	21.90819	22.99616	24.14496	25.36808	26.60472
068PT	22.44879	23.57056	24.73288	25.94924	27.26698
069PT	22.97588	24.11116	25.32753	26.59121	27.88867
070PT	23.53001	24.71934	25.94247	27.25345	28.59821
071PT	24.07063	25.28023	26.57093	27.87515	29.26047
072PT	24.65854	25.91545	27.17912	28.51713	29.95650
073PT	25.24645	26.52364	27.86164	29.22668	30.69309
074PT	25.85462	27.15207	28.49685	29.93624	31.42290
075PT	26.46956	27.82786	29.16586	30.62550	32.18651
076PT	27.10480	28.46308	29.91595	31.38910	32.97039
077PT	27.74676	29.13882	30.60523	32.13920	33.73401
078PT	28.40901	29.80783	31.32830	32.90958	34.54492
079PT	29.09829	30.55117	32.07164	33.67318	35.37610
080PT	29.78081	31.29452	32.89604	34.51113	36.23433
081PT	30.51738	32.06488	33.65967	35.34234	37.08579
082PT	31.28776	32.82171	34.49085	36.21406	37.99806
083PT	32.06488	33.65967	35.34234	37.05199	38.95765
084PT	32.86228	34.49085	36.21406	37.99806	39.93749
085PT	33.66643	35.34234	37.05199	38.95765	40.91735
086PT	34.49761	36.21406	37.99806	39.93749	41.92423
087PT	35.34908	37.05199	38.95765	40.91735	42.94462
088PT	36.22757	37.99806	39.93749	41.92423	44.02586
089PT	37.14659	38.95765	40.91735	42.94462	45.10032
090PT	38.04789	39.93749	41.92423	44.02586	46.26032
091PT	38.99198	40.91735	42.94462	45.10032	47.38061
092PT	39.95881	41.92423	44.02586	46.26032	48.56935
093PT	40.96545	42.94462	45.10032	47.38061	49.75799
094PT	41.94368	44.02586	46.26032	48.56935	51.00350
095PT	42.97307	45.10032	47.38061	49.75799	52.28882
096PT	44.05932	46.26032	48.56935	51.00350	53.57985
097PT	45.13992	47.38061	49.75799	52.28882	54.88791
098PT	46.28306	48.56935	51.00350	53.57985	56.26423
099PT	46.47398	48.78234	51.26355	53.81168	56.51035

ATTACHMENT E

Definitions

Career Ladder. A career ladder is a term used to define movement through a job series (e.g., Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Job titles or positions within a job series constitute distinct classifications

ARTICLE IV

CLASSIFICATION PLAN

4.1 Preparation, Adoption and Amendment. The County Administrator shall ascertain and record the duties and responsibilities of all County positions in the classified service for inclusion in the classification plan. The classification plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation shall apply to all positions in the same class. Each classification shall have a written specification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills.

The classification plan may be amended or revised, as required. At a minimum, the County agrees that it shall review the classification plan every 5 to 7 years, counting from the effective date of this amendment to this section. As part of its review, the County shall consult with the bargaining units to identify classifications within the prevue of the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. As part of its review, the County shall also meet with the bargaining units to share the results of the classification review and any recommendations it plans to make, if any, to the affected classifications.

4.2 Allocation of Positions. Positions shall be as approved by the Board of Supervisors in the annual budget (Authorized Staffing). Department heads shall not appoint persons to a position, which is not approved. The County Administrator shall approve the appointment of employees to positions in the classification plan. Only allocated positions which have been approved by the Board may be filled, except that emergency and 1-15.99 part-time positions, temporary positions, seasonal position may be approved and filled by the County Administrator without prior Board approval.

4.3 New Positions. When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a class of position, unless otherwise provided by these Rules.

4.4 Reclassification. Except in limited circumstances, the County intends the classification plan review process described in Section 4.1 to be the mechanism by which positions are reclassified. However, the County recognizes that the duties of positions may change unexpectedly and substantially between classification plan review periods due to changes in the County Code, policies, or programs, or State or Federal laws and regulations. This section is intended to delineate the circumstances and procedures by which positions may be reclassified between classification plan review periods. This section is not intended to provide for the reclassifications of positions which have been changed substantially over time so as to require reclassification, as this will be accomplished through the periodic classification review process described in Section 4.1. Furthermore, reclassification, as described in this section, shall not be used for the purpose of avoiding rules governing demotions or promotions, nor shall it be used to allow or ratify a department head routinely working employees out-of-class or otherwise altering the department's Authorized Staffing as determined through the County's budget process. Should the duties of a position change over time, the department head may request the reclassification of the position during the periodic compensation plan review process. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor shall they be used to reclassify positions within a job series with specific career ladders.

In order for a position to be considered for reclassification outside of the classification review period described in section 4.1, the department head must demonstrate in writing and, if provided, on a form prescribed by the Personnel Director:

1. The need for the reclassification is urgent, and cannot wait for the next countywide classification plan review; and,
2. The need for the reclassification is the result of a change in County Code, policy or program, approved by the Board of Supervisors, and the department head clearly informed the County Administrator and Board of Supervisors that the proposed change in County Code, policy or program, if adopted, would result in the need for the reclassification and the associated costs; OR, the need for the reclassification is the result of changes in State or Federal law or regulation, AND additional and commensurate State or Federal funding necessary to fund the reclassification is available and secure; and,
3. To implement the changes in the County Code, policies, or programs, or State or Federal laws and regulations will require higher levels of skills or higher levels of responsibility clearly distinguishable from those associated with the position for which reclassification is sought; and,

4. The incumbent in the position has the capacity to successfully perform the newly required skills and responsibilities.

Additionally, reclassifications shall be considered anytime an employee serving in a classification as a trainee or intern (e.g., REHS Trainee or Psychotherapist Intern, Registered Nurse or Public Health Nurse), or when an employee within the Engineering series obtains their valid California.

Registration as a Professional Engineer, AND, the department certifies (1) the position is necessary, and (2) the employee has the capacity to successfully perform the newly required skills and responsibilities.

Changes in the use of technology or processes to accomplish the same or similar work are not acceptable reasons for reclassifying a position. Additional work of the same or similar nature, already being performed by the position, are not a reason for reclassification.

Before concurring in and recommending the reclassification of the position, the Personnel Director shall determine each of the preceding criteria have been met, and that:

- a. The reclassification results from an official recognition of a change in duties and/or responsibilities which has already occurred or will imminently occur.
- b. The incumbent possesses the knowledge, skills and abilities, and/or other qualifications of the different class.
- c. The incumbent has demonstrated a high level of performance in the quality, quantity and efficiency of changed duties and/or responsibilities of the different class.

After proper review or study by the Personnel Director or designee, and upon an affirmative recommendation by the County Administrator, the position may be allocated to a higher or lower classification by the Board. The wage level of any employee holding a reclassified position shall remain at the same step within the new range. No change in the title of any job classification shall affect the tenure of the holder thereof where the position is, in effect, continued in existence. A reclassification will not cause a change in an employee's anniversary date.

4.5 Types of Appointments. Except for temporary vacancies and provisional appointments, all vacancies shall be filled by transfer, promotion, demotion, re-employment, and reinstatement or from candidates on an appropriate eligibility list if one is available. In the absence of eligible candidates in one of the above categories,

temporary appointments may be made in accordance with these rules pending development of a list of eligible candidates.

4.6 Emergency Appointments. To meet immediate requirements of an emergency condition which threatens life or property, the County Administrator may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. The method of hiring for emergency appointments shall be subject to the discretion of the County Administrator. All such appointments shall be reported to the Board as soon as possible and shall be compensated at an hourly rate as approved by the County Administrator. Emergency appointees shall not be entitled to appeal disciplinary actions and have no rights to continued employment beyond the duration of the emergency for which they are employed.

4.7 Acting Appointments. If deemed to be in the best interest of the County, the County Administrator may authorize and approve an acting appointment. If the position being filled on an acting basis would normally require Board approval (i.e. direct board appointee), the Board shall authorize the acting appointment.

- (a) An acting appointment may be authorized for a period not to exceed six (6) months from the date of appointment, subject to an extension for an additional six (6) months on written approval of the County Administrator, or Board, as the case may be. All acting employees must meet the minimum qualifications for the vacant position.
- (b) Employees filling temporary appointments serve at the will of the appointing authority and may be removed at any time without cause or right to appeal.
- (c) During the acting period, the employee will be assigned the title of the acting position and will be paid at the salary range of the acting position for the duration of the acting assignment.
- (d) No employee in a temporary appointment shall receive a merit increase except after accrual of 1040 hours as provided in Section 8.2 (3).
- (e) While serving in an acting appointment, the employee shall continue to receive regular County benefits. In addition, the employee shall receive any benefits of the temporary position. However, if an employee receiving overtime benefits is assigned to an acting position, which does not receive overtime benefits, the employee shall not receive overtime pay for the duration of the assignment. An employee, shall continue to accrue seniority in his or her

position and shall be eligible to receive merit increases in the position.

- (f) If an employee serving a temporary appointment is permanently appointed to the position, time served in the temporary appointment will be applied toward fulfilling the required probationary period.

4.8 Working Out of Class. On occasion, an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position due to illness, vacation, leave of absence, etc. In such cases, an employee's salary may be adjusted to compensate for the higher level of duties, subject to the following provisions:

- a. In order to receive adjusted compensation for working in a higher classification the employee, or employees collectively, must be formally and in writing assigned, assume and perform substantially all of the duties and responsibilities of the position, and perform them for at least five (5) consecutive working days; without regard to calendar week.
- b. Out of class assignments must be requested by the department head, and approved in advance by the County Administrator or designee. No out of class assignments may be approved retroactively. Advance request and approval for working out of class shall be deemed to have occurred when accomplished within the first five (5) days of an employee working in a higher level position described in paragraph a;
- c. Out of class appointments can only be made to, and when a higher-level position in the department's Authorized Strength is vacant; including temporary vacancies resulting from injury, illness, discipline or other extended leave;
- d. Except in instances in which the higher-level position is vacant due to an extended illness or injury, no employee shall be appointed to an out of class assignment for a period longer than 6-months. When the higher level position is vacant due to a prolonged injury or illness, the out of class assignment may last for up to 15-months with the review and approval of the County Administrator every five months. Interruptions in out of class assignments of less than 30-consecutive working days shall not change these time limits, or 're-start' the clock and the duration of an out of class assignment. The department head must immediately notify the Personnel Department in writing when an employee ceases to perform out of class duties. In no case may out of class duties extend beyond the vacancy in the higher level position.
- e. Any employee assigned work in a higher classification will have his/her current salary increased by 5% or to the lowest salary in the higher classification for the time worked, depending on the extent to which the employee is assuming the

full-range of duties and responsibilities of the higher-level position. If the duties and responsibilities of the vacant higher-level position are being shared collectively between two or more employees, the increase in salary shall be no more than 5% for any one employee. Prior to receiving out of class pay for an assignment, the employee must have worked five (5) full, consecutive, working days in the higher level position.

- f. Out of class assignments shall be recorded only in full working days. After an employee working out of class for less than one full day will not be credited with working out of class time or pay.
 1. To qualify for out of class pay, an employee must be assuming substantially the full range of duties and the responsibility of the higher-level position.
 2. Time worked out of class shall not be credited toward the completion of probationary requirements in the higher class.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments. Such temporary, limited-time assignments, and the associated level of compensation, must be approved by the County Administrator and shall not exceed three-months without Board approval.

ARTICLE V

COMPENSATION PLAN

5.1 Preparation of Plan. The Director of Personnel Services or the County Administrator shall submit to the Board a proposed compensation plan based on salary recommendations covering those positions in County employment not otherwise set by law.

5.2 Adoption of Plan. The Board shall review the proposed compensation plan, make any changes the Board believes necessary or desirable and in its discretion approve the plan by incorporating it in a salary resolution.

5.3 Application of Rates. An employee shall be paid a salary within the range or established for the class or position to which he or she has been appointed.

5.4 Salary Payment Procedure.

(a) Schedule of Payments. Employees shall be paid on a schedule of dates approved by the Board.

(b) Certification. Each department head or authorized designee shall, at the time he or she submits the payroll to the Auditor, certify that each employee has performed the number of days of work shown. The Auditor shall not issue a payroll warrant unless there is an authorized position supported by a valid personnel action form to substantiate the rate shown on the department payroll for each employee. The department head shall determine and certify the payroll of the employees to the Auditor before warrants are issued to such employees. Time/Payroll Sheets. Time/payroll sheets showing hours worked and leave taken must be completed by each County employee. Such sheets must be signed by the individual employee, the employee's supervisor, division, and department head or designee. Time/payroll sheets will be reviewed and audited by the County Auditor. Notice of any correction(s) to the time/payroll sheet will be sent to the employee and the department head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Personnel Director for determination, which shall not preclude the filing of a grievance should the employee wish to do so after review by the Personnel Director.

(c) Separation. When an employee leaves County employment for any reason, his or her department head should immediately prepare a special payroll, certify it as provided in this section and submit it to the Auditor, who shall issue a warrant. Such warrant shall include all compensation due to the employee up to and including the employee's final workday, including all accrued but unused vacation time and any other amounts due to the employee.

5.5 Compensation for New Employees. New employees shall be at the first step of the salary range for the class to which appointed. The County Administrator may approve an appointment up to the "C" step of the range. If the County Administrator finds that qualified applicants cannot be recruited successfully at the "B" or "C" step, he or she may request that the Board authorize an appointment at a higher step of the range.

5.6 Anniversary Date. Each employee in the classified service shall have an anniversary date to be determined as follows:

(a) New Employees. For a new employee who starts between the 1st through the 15th of the month, the salary anniversary date shall be the 1st of the month; for a new employee who starts between the 16th through the 31st of the month, the salary anniversary date shall be the 1st of the following month.

(b) New Employee Hired at Step A - For those new employees serving a six-month probationary period and who begin at Step A of a pay range, the salary anniversary date shall be six months from date of hire.

(c) New Employees Hired above Step A -
For those new employees serving a six-month probationary period and who begin at higher than Step A of a pay range, the salary anniversary date shall be one-year from date of hire.

(d) New Employees with One Year Probation - For those new employees serving a one-year probationary period, regardless of the starting step in the pay range, the salary anniversary date shall be one year from date of hire.

(e) Promotion or Demotion. An employee who is promoted or demoted shall have a new anniversary date which shall be the first day of the month following the date of his or her promotion or demotion, except that when an employee's promotion or demotion is effective on the first working day of a month, the anniversary date shall be the first calendar day of that month. In addition, an employee who has been promoted or demoted, shall have an anniversary date which shall be the first calendar day of the seventh month of service at the new class of position.

(f) Transfer. An employee who is transferred shall have no change in anniversary date.

(g) Change in Range Allocation. If the salary range of a class is changed, the anniversary date of an employee holding a position allocated to said class shall not change.

(h) Reclassification. If the position held by an employee is reclassified to a new class with a higher

salary range, the employee shall not have a new anniversary date.

(i) Service Interruptions. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's anniversary date to be postponed the number of calendar days in such leave.

(j) Modified Duty. Where an employee is assigned to modified duty in order to make a reasonable accommodation when required by state or federal law the employee's anniversary date shall not be affected thereby.

5.7 Merit Advancement Within Range. An employee may be advanced on his or her anniversary date to the next higher step of the salary range if he or she has earned such advancement by successfully completing his or her probationary period and, subsequently, by receiving an overall score of "Meets Expectations" or higher on their annual performance evaluation. Eligible employees who receive their annual performance evaluation after their anniversary date shall have any merit increase resulting from an overall score of "Meets Expectations" or higher applied retroactively to their anniversary date. No merit advancement shall occur absent of a completed performance evaluation.

5.8 Progression on Merit Steps.

(a) Full-time and Part-time.

(1) Normal Progression. From the date of employment until the successful conclusion of the probationary period, no merit step increase shall be granted. If hired at Step A, the employee shall receive a merit step increase at the end of a successful probationary period. Thereafter, eligibility for merit step increases shall occur annually on the employee's salary anniversary date until such time as the employee reaches the last salary step available for his or her position.

(2) Accelerated Progression. If an employee has been appointed at Step B or higher, as previously provided in Section 5.6 (a) no merit step increase shall be granted until the employee has both successfully completed the probationary period and has worked one (1) calendar year in such position. At the end of such first year the employee shall first become eligible for a merit increase. Thereafter, eligibility for merit

step increases shall occur annually until such time as the employee reaches the last salary step available for his or her position.

- (3) Promotional Progression. From the date of promotion until the successful conclusion of the probationary period, no merit step increase may be granted. When an employee is promoted, his or her salary increases to an appropriate step within the grade of the new job classification. An employee who is promoted shall be compensated at the step in the new salary range which comes nearest to but not less than five percent (5%) higher than the step he or she held in the previous salary range. The anniversary date of a promoted employee is changed as discussed in section 5.6 (e)/

All promoted employees who successfully pass their probationary promotional review period will receive a merit step increase to the next step in the salary range of their new classification. Employees promoted to Step A of the new range are first eligible six (6) months after the date of promotion. If promoted to Step B or higher in the new range, employees are eligible twelve (12) months from the date of promotion. (See Section 5.6(a) of these Rules.) A promoted employee is eligible for another merit step increase annually thereafter, from the completion date of the probationary period until his/her pay reaches the last step

(4) (b) Temporary /Seasonal Employees – Temporary and Seasonal Employees shall not receive merit reviews. However, a temporary or seasonal employee shall receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire. This performance evaluation shall also be used as a basis for considering salary in the event the employee is rehired. A step increase may be granted after the accrual of 1040 hours of service.

5.9 Promotion. An employee promoted to a position in a class with a higher salary range may be

paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be at least 5% above the present rate of pay or at the highest step in the promoted salary range, if less than 5% higher.

5.10 Demotion. An employee demoted to a position in a class with a lower salary range shall be paid at the step currently held unless the appointing authority directs placement in a different step.

5.11 Transfer. An employee transferred to a position in a class within the same range shall receive the same salary. The transferring employee may be required to serve a probationary period in the new position unless he or she has previously completed a probationary period successfully in the position.

5.12 Change in Range Allocation. The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range, i.e., step to step.

5.13 Position Reclassification. The salary of the incumbent in a position which is reclassified shall be adjusted to the corresponding step of the new classification, i.e. step to step.

5.14 Board Authority to Specify Salary. Notwithstanding anything in these rules to the contrary, the Board may specify that the incumbent of a particular position shall be placed on a step on the salary range for that class higher than that provided for elsewhere in these rules. Action based on this section shall be taken only under unusual circumstances where such action is important to the successful operation of a department of County government.

5.15 Overtime. Overtime may be worked only when approved in advance by the Board or, if budgeted, by the department head. Overtime is to be discouraged except in situations where emergencies exist. An emergency shall exist when work is required to correct a condition that is threatening or affecting the peace, health or safety of the general public or work is required beyond the regular working hours to meet deadlines established by law.

Payment for overtime or accrual of compensatory time-off shall be made to non-FLSA (exempt employees) at the rate of time and one-half the employee's regular hourly rate, or as compensatory time off at one and one-half hour for each hour of overtime worked. The County Administrator shall determine and advise the Board as to which employees and position classifications are FLSA exempt for purposes of entitlement to overtime compensation. Overtime shall be paid or compensatory time off

given for all hours worked by non-exempt employees in excess of 35 hours per week for those on a 7 hour per day schedule and 40 hours for those on an 8 hour per day schedule unless otherwise provided in an applicable Memorandum of Understanding. Non-exempt sworn peace officers may accrue compensatory time off in lieu of compensation at their option.

Overtime: Paid Time or Compensatory Time. For positions which do not meet one of the Fair Labor Standards Act (FLSA) exemption categories, overtime hours worked shall be compensated in one of the following ways for time worked (pursuant to rule 5.17) in excess of thirty-five (35) or forty (40) hours in any work week, depending upon the individual employee's regularly assigned work week and shift.

1. as paid time at the one-and-one-half rate of pay; or
2. for non-exempt safety employee's only, as compensatory time accrued at the one-and-one-half rate of pay, as set forth in applicable Memorandum of Understanding.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e., as paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. However, if the supervisor requires that a particular employee perform the overtime, and they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. County will allow non-exempt employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

For non-exempt safety employees only, compensatory time accumulated under these rules and regulations is vested time and must be utilized or paid in conjunction with termination of employment. No safety employee may accrue more than one hundred twenty (120) hours of compensatory time off. Any excess shall be paid at time and one-half rates.

5.16 Standby and Call-Out Policy.

- (a) Standby. A standby roster shall be comprised of County employees from designated departments or divisions who have been designated to be on call and available to work after regular working hours. An employee on standby will be permitted to take home a County vehicle equipped with appropriate tools and supplies for use when called out on standby.

The designated department or divisional supervisor shall be responsible for scheduling his or her employees for standby duty and for providing duty rosters to the Sheriff's department. The Sheriff's department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific standby duty, employees may not trade standby assignments, except with the prior approval of the designated supervisor.

Compensation for standby duty shall be as set forth in duly adopted memoranda of understanding.

An employee assigned to standby duty must be available to respond to emergency calls at all times. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Chapter XII of these rules.

Nothing herein shall be construed to require that the County establish standby duty for employees in any department or division.

(b) Call-Out Compensation. Unless otherwise provided in a memorandum of understanding, employees eligible for overtime compensation who have ended their workday and left their places of employment, but who have been requested to perform duties after normal working hours, will be compensated at time and one-half. If the time worked is less than two (2) hours, the employee will receive two (2) hours compensation minimum at the rate of time and one-half. If the time worked is more than two (2) hours, the employee will receive time and one-half for the actual hours or portions thereof worked. For the purpose of this rule, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home.

These call-out provisions will apply to no more than two (2) call-out instances per twelve (12) hour period. Any call-out instance after the first two (2) in a twelve (12) hour period will be paid at normal overtime rate.

5.17 Work Week. For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the work week for County employees shall begin at 12:01 a.m. Thursday and end at 12:00 a.m. (midnight) Wednesday night. Vacation, sick leave, holiday hours or other leave time will not be included as time worked for purposes of calculating FLSA overtime.

5.18 Split Classifications. In cases where an employee is employed in a capacity which has been recognized as involving "split classifications", in that his or her duties are divided between two different positions in County government, such employee's regular rate of pay shall be determined by pro-rating the regular salary payable to each of the two positions based upon the average percentages of time devoted by the employee to each of the two positions.

5.19 Career Ladders. Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

(a) Career Ladder Advancement

(1) Advancement from a I to II:

Employee must be at C step in the range

Employee must receive an overall rating of "Exceeds Expectations" on two (2) consecutive annual performance evaluation reports.

Department head must provide written documentation delineating the additional duties and responsibilities, consistent with the job description, the employee will perform on advancement from I to II, and any additional skills that will need to be demonstrated. A copy of the document must be signed by the department head and employee, and transmitted to Personnel with the request for inclusion in the employee's personnel file.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

(2) Advancement from II to III:

Employee must be at top step in the range for one (1) year.

Employee must receive an overall rating of "Exceeds Expectations" on two (2) consecutive annual performance evaluation reports. However, receiving an overall "Exceeds Expectations" on the first annual performance evaluation completed after this section takes effect, shall be sufficient to move from a II to III providing all other requirements of this section are satisfied.

Department head must provide written documentation delineating the additional duties and responsibilities the employee will perform, consistent with the job description, on advancement from II to III, and any additional skills that will need to be demonstrated. A copy of the document must be signed by the department head and employee, and transmitted to Personnel with the request for inclusion in the employee's personnel file.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

ARTICLE VIII

PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS

8.1 Initial Appointments. All new employees shall be appointed at the first step of the salary range unless the County Administrator approves placement at step "B" or "C", or the Board approves placement above step "C".

8.2 Performance Evaluations. Regular performance reports shall be made at times and on forms prescribed by the County Administrator as to the efficiency, competence, conduct and merit of all employees in the classified service. In addition to the formal performance evaluation before the conclusion of the probationary period, one or more formal or informal performance evaluations shall be made during an employee's probationary period.

- (a) As part of the performance evaluation, the employee and his/her supervisor shall meet to review and discuss the employee's significant accomplishments, training, areas needing attention or improvement, future development and objectives. After reviewing the job description, duties and any established performance standards for that position, an evaluation report shall be made by the supervisor as to whether the employee's performance "Needs Improvement;" "Meets Expectations;" or, "Exceeds Expectations." An explanation must accompany all ratings. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. The employee shall have the right to attach a written response to the performance evaluation which shall be attached to the performance evaluation report and placed in his or her personnel file. Based upon the performance evaluation report, the department head may, at his or her discretion, make appropriate recommendations regarding a merit increase, promotion or other actions
- (b) The employee and supervisor must sign and date the performance report. If the employee refuses to sign the report, the supervisor shall note this fact on the performance evaluation report and any circumstances surrounding the employee's refusal. Copies of the report shall be distributed to the employee, the department head and the Personnel Director.
- (c) If an employee is not in agreement with a performance evaluation which results in a less than "Meets Expectations" rating, the employee may, within ten (10) working days after

receipt of the evaluation, request a review of such evaluation by his or her department head. If the employee is not in agreement with the determination of the department head, the employee may, within ten (10) working days after receipt of the determination of the department head, request a further review by the County Administrator or designee, whose decision shall be final and conclusive and not subject to further appeal or grievance.

- (d) With regard to the procedures established in subparagraph (c) above, if the employee's department head prepared the evaluation in question, the employee may omit review by the department head and proceed directly to review by the County Administrator or designee. If the final decision is adverse to the employee, a further performance evaluation shall be conducted by the department head or designee not later than ninety (90) days after the prior evaluation.

JUSTIFICATION OF STAFFING LEVELS

October 1, 2015 - September 30, 2019

WIC local agencies shall ensure that sufficient and qualified staff are available to administer an efficient and effective WIC Program including, but not limited to, the functions of nutrition education, breastfeeding promotion and support, certification, food delivery, fiscal reporting, monitoring, and training.

The WIC local agency shall employ at least one (1) Registered Dietitian (RD) and shall designate a WIC Director, Breastfeeding Coordinator, and Nutrition Education Coordinator for the agency.

Provide a written justification below regarding how your staffing levels meet the WIC Program requirements as detailed in the Exhibit A, Scope of Work and Exhibit A, Attachment I, Local Agency Specific Services. Include how the number of Registered Dietitians and other staff is sufficient for client and nutrition services, including the development and implementation of the Nutrition Services Plan.

1 FTE Prevention Specialist (WNA). This WNA determines eligibility of applicants for program benefits, perform certification/recertification of participants using ISIS, provide nutrition education and intervention, provide breastfeeding education and intervention, and refer clients to the RD as per protocol.

1FTE Health and Human Services Specialist II (WNA). This WNA manages the front desk, greets clients, determines eligibility of applicants for program benefits, performs certification/recertification of participants using ISIS, provides some nutrition education and intervention, provides breastfeeding education and intervention, and refers clients to the RD as per protocol.

0.9 FTE WIC Program Manager/Registered Dietitian (WIC Program Manager /Registered Dietitian/Breastfeeding Coordinator/Nutrition Education Coordinator/Local Vendor Liaison). Provides RD services and also gives support, encouragement and information regarding breastfeeding to WIC clients. Has direct contact with clients to assist and promote breastfeeding as normal. Responsible for development and implementation of the Nutrition Service Plan. Also ensures that Nutrition Education and Local Vendor Liaison duties are accomplished in accordance with the scope of work.

.05 FTE Office Technician II/III. Provide fiscal support to the WIC program such as purchasing, timekeeping, fiscal reporting, and budgeting.

Authority:

7 CFR 2 Competent Professional Authority

7 CFR 246.3(e)

7 CFR 246.6 (b)(2) and (b)(6)

7 CFR 246.11 (c)(7)(ii)

.05 FTE Health and Human Services Deputy Director- Public Health (WIC Director). Provides administrative oversight of the WIC program and participates in program planning and budgeting. Acts as primary administrative contact for State WIC.

Authority:
7 CFR 2 Competent Professional Authority
7 CFR 246.3(e)
7 CFR 246.6 (b)(2) and (b)(6)
7 CFR 246.11 (c)(7)(ii)

CERTIFICATION OF INDIRECT COST RATE

List the Indirect Cost Rate (ICR) Percentage that you will be using for the Contract with the California Department of Public Health, Women, Infants and Children Division (CDPH/WIC Division).

Legal Name of Local Agency: Inyo County Health & Human Services

PRIVATE NONPROFIT AGENCIES

The CDPH/WIC Division allows a maximum ICR percentage of 19.6 percent of the Total of Personnel Services. If the private nonprofit local agency's approved ICR percentage is less than 19.6 percent, then the private nonprofit local agency will only be allowed the lower percentage rate. If the ICR percentage is higher than 19.6 percent, the local agency will be allowed to charge the maximum of 19.6 percent.

The ICR percentage listed is not an approval of the rate by the CDPH/WIC Division; the rate must be approved by the agency's Federal cognizant agency. The CDPH/WIC Division did not review or approve any Cost Allocation Plans submitted with the Contract Application package for nonprofit organizations.

The ICR percentage listed below must match the percentage listed on the Contract Application Budget Plan.

_____ Percent of Total Personnel Costs.

LOCAL GOVERNMENT AGENCIES

Local Government Agencies are allowed up to the maximum ICR percentage that was approved by the California Department of Public Health Financial Management Branch. A Local Government Agency may elect to charge less than its approved ICR percentage, however, the ICR application (i.e., Total Personnel Services Costs or the Total Allowable Direct Costs) may not differ from the approved rate.

The ICR percentage listed below must match the percentage listed on Contract Application Budget Plan.

11 Percent of Total Personnel Costs or Total Direct Costs.

LANGUAGES SPOKEN BY PARTICIPANTS AND STAFF

The contractor must ensure that appropriate bilingual staff and resources are available to serve non-English speaking applicants and participants.

1. In the table provided below, list all of the languages (**other than English**) spoken by participants, the total number of participants speaking each language, the percentage of the total caseload speaking each language, and the number of full-time equivalent (FTE) WIC staff fluent in each language.

Languages Spoken	Number of Participants	Percent of Total Caseload	Number of FTE WIC Staff Fluent in Language
SPANISH	304	64.54 %	2
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	

2. Explain how you meet the needs of non-English speaking participants who require translation/interpretation services when/if bilingual staff are unavailable.

Our agency consists of 3 staff members, 2.0 are FTE bi-lingual staff persons that attend adequately to the needs of our Spanish speaking participants. We provide services to spanish speaking applicants by offering orientation/enrollment WIC paperwork and nutrition education materials in spanish, presented by our bi-lingual staff members. In addition, if participants visit our agency speaking languages other than English or Spanish, we have access to all WIC materials in several languages from Chinese to Russian. We can also call upon the local hospital interpreter.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 5/06)_CDPH

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p>
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2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) County of Inyo	
	SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
	MAILING ADDRESS PO Drawer H	BUSINESS ADDRESS 207 A W. South St.
	CITY, STATE, ZIP CODE Independence, CA 93526	CITY, STATE, ZIP CODE Bishop, CA 93514

3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 91 5 - 6 0 0 5 4 4 5	<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: </p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	
	<p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input type="checkbox"/> ALL OTHERS</p>	

4	<p><input checked="" type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 40px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>
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5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Jean Turner	TITLE Director, County of Inyo Dept. of Health & Human Services	
	SIGNATURE	DATE	TELEPHONE (760) 873-3305

6	Please return completed form to:	
	Department/Office:	California Department of Public Health
	Unit/Section:	WIC Division
	Mailing Address:	3901 Lennane Drive, MS 8600
	City/State/ZIP:	Sacramento, California 95834
	Telephone:	(916) 928-8806
	FAX:	(916) 263-3314
	E-Mail Address:	_____

PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0" data-bbox="151 1318 1414 1377"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							

GL1-1932	AI	CERTIFICATE OF COVERAGE	06/26/2015
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> <p>COVERAGE AFFORDED A - CSAC Excess Insurance Authority</p>
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<p>Member: INYO COUNTY ATTN: MARLENA BAKER, RISK MANAGER 163 MAY STREET BISHOP, CA 93514</p>	<p>COVERAGE AFFORDED B</p> <p>COVERAGE AFFORDED C</p> <p>COVERAGE AFFORDED D</p>
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Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA 15 EL-05	07/01/2015	07/01/2016	Difference between \$2,000,000 and the Member's Self-Insured Retention of \$100,000 Completed Operations Aggregate Applies

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN COUNTY OF INYO DEPARTMENT OF HEALTH AND HUMAN SERVICES AND STATE OF CALIFORNIA FOR THE CALIFORNIA WIC PROGRAM.

THE STATE OF CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES, AND SERVANTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY WITH RESPECT TO WORK PERFORMED FOR STATE OF CALIFORNIA UNDER THIS AGREEMENT.

PURSUANT TO ENDORSEMENT NUMBER 3

<p>Certificate Holder</p> <p>CALIFORNIA DEPARTMENT OF PUBLIC HEALTH WIC PROGRAM ATTN: LISA WITMARK 3901 LENNANE DRIVE SACRAMENTO, CA 95834</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p style="text-align: center;">CSAC EXCESS INSURANCE AUTHORITY</p>
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ENDORSEMENT NO. 3

**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I**

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named below, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the minimum limits required by contract.

Additional Covered Party:

State of California, its Officers, Agents, Employees and Servants

As Respects:

Agreement between County of Inyo Department of Health and Human Services and State of California for the California WIC Program

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: EIA 15 EL-05

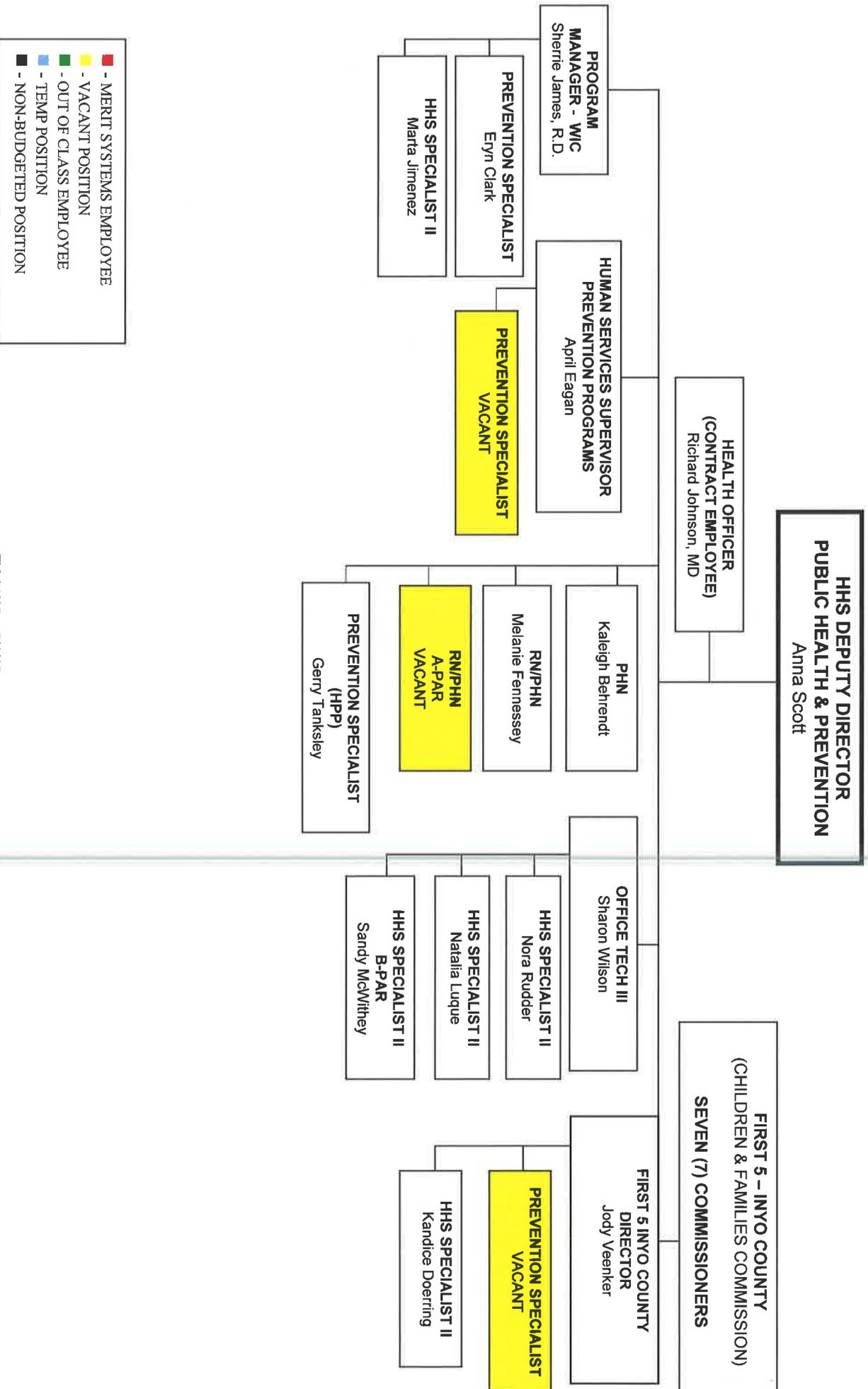
Issued to: Inyo County

Issue Date: June 26, 2015


Authorized Representative
CSAC Excess Insurance Authority

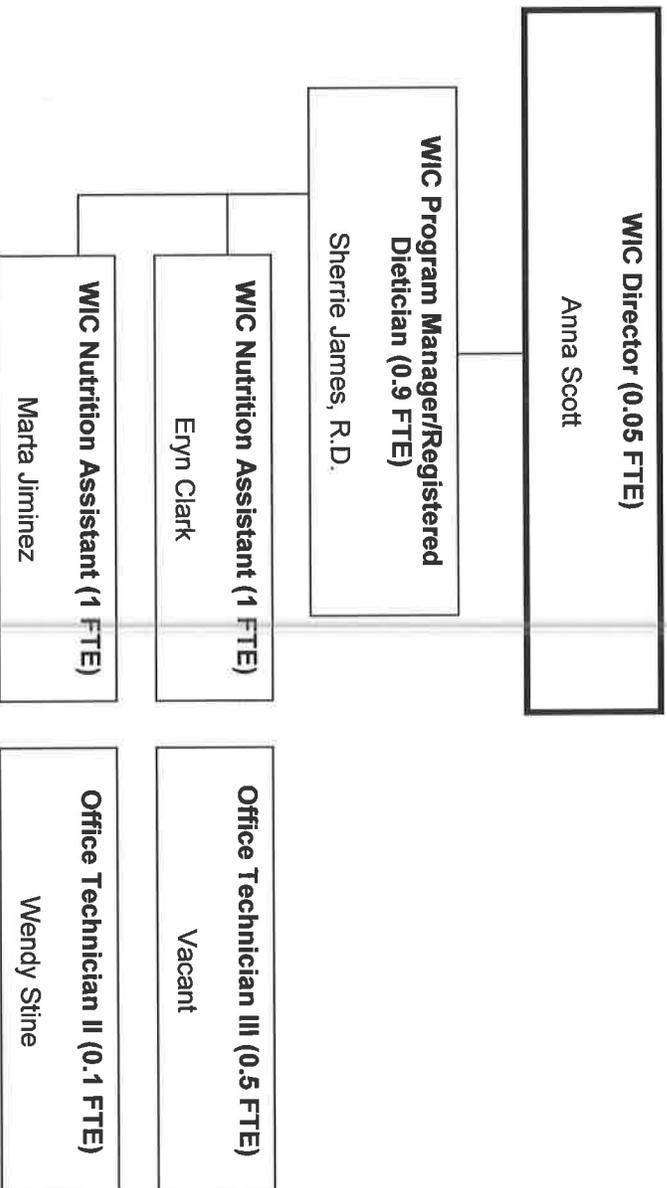
COUNTY OF INYO
HEALTH & HUMAN SERVICES (HHS)
PUBLIC HEALTH

ATTACHMENT 12



- - MERIT SYSTEMS EMPLOYEE
- - VACANT POSITION
- - OUT OF CLASS EMPLOYEE
- - TEMP POSITION
- - NON-BUDGETED POSITION

**COUNTY OF INYO
Women, Infants and Children (WIC)**





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER <i>12</i>
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| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Approval of Parcel Map No. 404 – Irrevocable Offer of Dedication for Road and Utility Purposes

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Parcel Map No. 404; and
2. Reject the irrevocable offer of dedication for a 60 foot right of way and a 30 foot wide right of way for road and utility purposes.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tentative Parcel Map No. 404 was conditionally approved at the September 24, 2014 meeting of the Inyo County Planning Commission.

The conditions of approval have been met and this map has been examined by the County Surveyor and Parcel Map No. 404, as shown, is substantially the same as it appeared on the tentative map and any approved alterations thereof, is technically correct, and follows all provisions of the Subdivision Map Act and all local ordinances have been complied with.

The offers of dedication are on undeveloped lands and will not benefit the County at this time therefor it is recommended that your Board reject the onsite irrevocable offers of dedication.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and it is recommended your Board approve Parcel Map No. 404 and reject the offers of dedication.

ALTERNATIVES:

Section 66458 of the Government Code states that the legislative body shall, at the meeting it receives the map or, at the next regular meeting after the meeting at which it receives the map, approve the map if it conforms to the Subdivision Map Act and also conforms to the local subdivision ordinance. If the map does not conform, the legislative body shall disapprove the map. Further, if the legislative body does not approve or disapprove the map within the prescribed time, or any authorized extension of time, and the map conforms to all requirements, the map shall be deemed approved. With that said, your Board may:

1. Not approve the map at this time and approve the map at the next regular meeting.
2. Not approve the map and allow it to be deemed approved. This is not recommended because the map conforms to the Planning Commission and Planning Department requirements.

OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.
 County Surveyor
 County Counsel for review of this Agenda item.

FINANCING:

Time to prepare the ARF and review the maps and documents.

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.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/08/15</u>
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> </u> N/A <u> </u> Date <u> </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> N/A <u> </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE: *C. A. D. Q. M.* Date: 7/10/15
(Not to be signed until all approvals are received)

Attachments:

- 1.) Planning Commission Minutes of September 24, 2014 Meeting
- 2.) Conditions of Approval
- 3.) Parcel Map No. 404 Final Map

Conditions of Approval for Tentative Parcel Maps #405 and #404:

1. Hold Harmless: The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Tentative Parcel Map #404, Tentative Parcel Map #405 or applicant's failure to comply with conditions of approval.
2. Conformance with Tentative Map: A Final Parcel Map in substantial conformance with the approved tentative parcel map shall be filed for recordation within two years from the date of recordation of the renewable energy permit unless a request for a time extension is received prior to that date, and approved by the Commission, or otherwise extended.
3. Compliance with the California Subdivision Map Act and Inyo County Code: The developer shall comply with all applicable provisions of the California Subdivision Map Act (Government Code 66410 et. seq.) and Inyo County Code, except for development standards being waived pursuant to Inyo County Code Titles 16 and 21, affecting: provision of curbs, gutters and sidewalks; water infrastructure for fire suppression; minimum lot sizes for APN 033-060-19; and height restrictions for transformer skid infrastructure.
4. Taxes and Assessments: Payment of any delinquent and/or due taxes or special assessments shall be made to the satisfaction of the Inyo County Treasurer/Tax Collector prior to recordation of the Final Map.
5. Offer of ROW Dedication: The applicant shall offer an irrevocable 60-foot right-of-way (ROW) dedication from US Highway 395 to APN 033-040-19, such that a 60-foot width can be achieved for future access and as reflected on the proposed parcel map.
6. Onsite Access Easements to Remainder Parcels: The applicant shall provide a 60-foot easement and irrevocable offer-of-dedication from US Hwy 395 to the easterly parcel. The project applicant shall also provide a 30-foot on-site access easements to the remainder parcel of APN 033-060-19.
7. California Department of Transportation: The applicant shall obtain an encroachment permit for direct access onto US Highway 395 from the CalTrans and shall provide a public road intersection with Highway 395 per CalTrans 405.7 Public Intersection Detail.
8. TPM Nos. 404 and 405 shall not become effective until approval of the Renewable Energy Permit.

COUNTY OF INYO PLANNING COMMISSION

MINUTES OF SEPTEMBER 24, 2014 MEETING

COMMISSIONERS:

WILLIAM STOLL
CYNTHIA WAHRENBROCK
VACANT
ROSS CORNER
JOHN "JIM" GENTRY

FIRST DISTRICT
SECOND DISTRICT (VICE-CHAIR)
THIRD DISTRICT
FOURTH DISTRICT (CHAIR)
FIFTH DISTRICT

Inyo County Planning Commission
Post Office Drawer L
Independence, CA 93526
(760) 878-0263
(760) 872-0382 FAX
inyoplanning@inyocounty.us

STAFF:

JOSHUA HART
CLINT QUILTER
KEVIN CARUNCHIO
CATHREEN RICHARDS
ADENA FANSLER
ELAINE KABALA
DAVID NAM
VACANT

PLANNING DIRECTOR
PUBLIC WORKS DIRECTOR
COUNTY ADMINISTRATOR
SENIOR PLANNER
ASSOCIATE PLANNER
ASSOCIATE PLANNER
COUNTY COUNSEL
PLANNING COORDINATOR

The Inyo County Planning Commission met in regular session on Wednesday, September 24, 2014, in the Administration Building, in Independence, California. Chair Corner opened the meeting at 10:00 a.m.

These minutes are to be considered for approval by the Planning Commission at their next scheduled meeting.

ITEM 1: PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Commissioner Stoll.

ITEM 2: ROLL CALL - Commissioners: John "Jim" Gentry, William Stoll, Cynthia Wahrenbrock, and Ross Corner were present.

Commissioners Absent: None.

Staff present: Josh Hart, Planning Director; David Nam, County Counsel; Cathreen Richards, Senior Planner; Elaine Kabala, Associate Planner.

Staff absent: Clint Quilter, Public Works Director; Kevin Carunchio, County Administrator; Adena Fansler, Associate Planner.

ITEM 3: PUBLIC COMMENT PERIOD – This item provides the opportunity for the public to address the Planning Commission on any planning subject that was not scheduled on the Agenda.

There was no one from the public that wished to comment on any planning subject that was not scheduled on the Agenda.

ITEM 4: APPROVAL OF MINUTES –

A. Approval of Minutes from the August 6, 2014 Planning Commission Meeting.

MOTION: Commissioner Gentry made a motion to approve the minutes; Commissioner Stoll made a second.

Motion passed 3-0 Commissioner Corner abstained.

B. Approval of Minutes from the August 27, 2014 Planning Commission Meeting. Chair Corner provided a correction.

MOTION: Commissioner Stoll made a motion to approve the minutes with the correction; Commissioner Wahrenbrock made a second.

Motion passed 4-0.

ITEM 5: PRESENTATION OF CERTIFICATES – Mr. Hart, Planning Director presented certificates of Appreciation for former Commissioners Sam Wasson, Paul Payne, and Rich White for their dedicated service to the Commission.

ITEM 6: GENERAL PLAN AMENDMENT NO. 2013-01, RENEWABLE ENERGY PERMIT NO. 2013-01, TENTATIVE PARCEL MAP NO. 404, AND TENTATIVE PARCEL MAP NO. 405 (MUNRO VALLEY SOLAR, LLC) – Munro Valley Solar, LLC proposes to construct and operate a four-megawatt alternating current solar photovoltaic generating facility over two separate discontinuous parcels south of Olancho on the east side of Highway 395 between Walker Creek Road and Fall Road (Assessor Parcel Nos. 033-400-02 and 033-060-19). The approximately 30-acre project proposes to connect to existing power lines that run between the sites, and the power generated is intended for local distribution and use. The applicant requests a Renewable Energy Permit (REP) pursuant to Inyo County Code Title 21; as permitted, fence height, parcel size, land use, and the height of the intertie are proposed to be specified through the permit in lieu of Zoning standards. The applicant also requests to amend the General Plan Land Use Element to (1) create a Distributed Solar Photovoltaic Overlay and (2) apply the Overlay to the sites. The subdivisions are proposed to provide for the desired parcel configurations and ownership. The Planning Commission is requested to conditionally approve the REP and tentative maps, and recommend that the Board of Supervisors approve the General Plan Amendment. A Mitigated Negative Declaration will be considered pursuant to the California Environmental Quality Act (CEQA).

Ms. Kabala, Associate Planner presented the Staff Report to the Commission. Mr. Hart indicated that the staff recommendation includes a requirement that any lands acquired for biological mitigation should be outside of Inyo County to the extent feasible.

The applicants Mr. Chris Little and Mr. Brad Wilson also gave presentations on the project.

Chair Corner opened the Public Hearing at 10:36.

Jeffery Bohl, spoke in favor of the project. Beth Porter, Larry Kravs, Jean Adair and Earl Wilson raised concerns about the project including: power generated in Inyo County leaving the area, jobs (only temporary), Olancho gets the stuff the rest of the County doesn't want, why does it have to be right on the highway (west side), would prefer all of the project be on east side, worry that this will not be the last of these types of projects in the area, don't want Olancho to look like Mojave, if the energy is being produced to be used locally why can't DWP give everyone roof top solar, worried about the plants being proposed for the project and the impacts to them from wind, long growth periods necessary, where the water for them is going to come from, if the area is going to be bladed bare there will be a noxious weed invasion, where and the amount of water that will be needed for the vegetation and for dust mitigation, road maintenance requirements from the County for the road to the solar facility, suspicions about why the applicant purchased additional property if they are not planning to build more, the people in Olancho feel stepped on, the area is part of a scenic byway, worried about solar development impacts on the area's views, decreases in property values, encouraged applicant to have no night lighting, worried that if the Feed in Tariff program gets extended more development will come to Olancho, impacts to Joshua

trees, the proposed landscaping does not fit in with the area, the trips of water trucks and carbon emissions, concerns about how clean the reclaimed water will be, and if there is to be intense development in the area they should be kept far apart from each other.

The public hearing was closed at 12:16.

Commissioner Gentry asked what a 4MW facility would look like. The applicant said it was the equivalent of about 300-homes. Also stated that beauty is in the eye of the beholder and some people might like and some might not. Anxious to see this one built so we have a better idea of what they will look like and whether or not we will like them.

Commissioner Wahrenbrock asked if the land would be bladed. The applicant stated that they would minimize the impacts to the plant's roots as they want the vegetation to come back it helps keep the dust down and if it doesn't come back they would have to re-vegetate. Applicant also stated that the area did not need to be bladed as the site is level and no grading is necessary. Commissioner Wahrenbrock said she is concerned about them drilling a well during the drought that we are currently in. The applicant answered that the amount of water that would be used is so low as not to create an impact. Ms. Kabala stated that the project had been reviewed by Dr. Harrington, Water Department Director, and he had no issues with it.

Commissioner Stoll stated that he is also concerned about water usage for landscaping and dust control. The applicant repeated that the project's water use is very minimal and that they are flexible about the landscaping plans. He also stated that the water use would be far less than it would be for a residential property. The water requirement would be about one water truck per week. Commissioner Stoll asked about the size of the project and if it were similar to the one near Mojave. Mr. Hart explained that most of the agriculture lands in the County are 40-acres so it would be about half of one of those and the frontage of this project is similar to the Mojave project. Commissioner Stoll added that the California Valley Solar project in San Luis Obispo County has a fence that is the color as the surrounding landscape so it blends in nicely. He thinks this is a good example. The applicant said they are flexible about landscaping and fencing and they would look into the California Valley Solar project fencing. Commissioner Stoll also brought up concerns about the amount of money these kinds of projects bring into the County compared to the services they might require. Ms. Kabala explained that the applicant will have to give the County \$1,000 per mega-watt per year for the life of the project. Commissioner Stoll remarked that this is only \$4,000 per year and questioned if it is enough.

Chair Corner commented that the panels are 7.5-feet high and the proposed fence is 9-feet. This fence is not high enough to block the views from a rise in the road as you descend into Olancho. He also asked about the fixed tilt of the panels and the potential glare. The applicant answered that a glare study had been conducted and it was very minimal, glare would mean lost energy, he also added that the fencing was to block the views from alongside the facility and not from a distance. It is impossible to block views to the facility from a distance. The applicant added that this issue was addressed in the CEQA analysis and found to be insignificant.

Commissioner Stoll stated again that he thinks the \$4,000 per year should be revisited. The applicant stated that it had already been negotiated as part of the development permit, but they could revisit and they will also be paying property taxes. The applicant also stated that they would like it if the Commission would vote on the proposal as it is now. Applicant added that in their experience with these kinds of projects the demand for police services is near non-existent, and without determined vandals it is minimal. He also mentioned that the road easement is being dedicated to the County, but the County does not have to accept it. In this case the applicant would have to maintain the road and not the County.

Chair Corner asked if any of the Commissioners had something they wanted to say about the project. With no one else expressing an interest he stated that everyone needs to make sacrifices to help get us off fossil fuels and this will be inconvenient and expensive, but it needs to be done. He has heard a lot of not in my back yard and from people who don't live there, but again sacrifices need to be made.

Commissioner Stoll said he agrees that sacrifices need to be made but he would like to see the County get more revenue from these projects. Mr. Hart explained that the taxing issues were Statewide policy and that without the incentives these developments might not be cost effective.

MOTION: Commissioner Gentry made a motion to approve; Commissioner Stoll made a second. There was further conversation about landscaping, vegetation, fencing and water use. The Motion was changed to include modifications to the language in Section 8.11.

MOTION: Commissioner Gentry made a motion to approve with the changes; Commissioner Stoll made a second.

The Motion passed 4-0.

Chair Corner reopened the public comment period at 12:35 as there was a member of the public who wished to speak about something that was not on the agenda. Mr. Jim Pursell stated that in 1962 Inyo County Code Section 10.36.090: Use of Roads or Streets for Prolonged Parking or Storage Prohibited. Mr. Pursell believes that this issue is supposed to be enforced by the Planning Department but they do not have time or resources and wanted to know who in the County to work with on parking issues. Mr. Hart stated that this is not a Planning Department function, but one for Public Works regarding right-of ways and for parking the County Sheriff and State Highway Patrol. Mr. Hart advised that they speak off-line about the issue. Mr. Nam, County Counsel agreed that it should be addressed off line since it is not on the agenda. There was discussion about agenizing it in the future, but Mr. Pursell would begin the conversation with Mr. Hart.

ITEM 7: **CONDITIONAL USE PERMIT NO. 2013-03, VARIANCE NO. 2014-02, AND VARIANCE NO. 2014-03 (SOUTHERN CALIFORNIA EDISON COMPANY) – Southern California Edison (SCE) proposes to build a full-service operations center on property it owns approximately 3.5 miles west of Bishop on the south side of State Highway 168 to replace its existing facility in the City. The project site comprises approximately seven acres within a larger 82-acre parcel (Assessor Parcel No. 012-080-15), which also accommodates a hydroelectric facility (Plant Six and the Mt. Tom substation). The parcel has been previously disturbed by the substation's operations; roads and power lines cross it in numerous locations. The project will include: a new office building with a customer service center, garage, shop, laydown yard, truck canopy buildings, helipad, and related facilities. The proposal will require installation of two new wells and two new water lines. The applicant has requested a Conditional Use Permit for the project, as well as a fence height variance from the permitted six feet to eight feet and a variance to place a monument sign in the front yard setback. A Mitigated Negative Declaration will be considered pursuant to CEQA.**

Ms. Richards, Senior Planner presented the Staff Report to the Commission. The applicants Mr. Scott Holland and Mr. Richard Smith also gave presentations on the project. The applicant added that Edison is working on a deal to provide Cerro Coso Community with potable water in exchange for the use of the college's fire suppression tank, as the college currently does not have safe drinking water.

Chair Corner opened the public hearing at 1:10.

Commissioner Gentry asked if they would be closing the facilities in Bishop when this is complete. The applicant responded that they would accept to keep an easement for the existing microwave tower.

Commissioner Wahrenbrock stated that she is not excited about a new well going in when there are wells in west Bishop drying up, but understands the college's water problem. The applicant stated they have met with Marvin Moskowitz and the college to work on an agreement to put a well between the properties, and that Edison's use would not exceed what they are already using at the existing sites. Commissioner Wahrenbrock stated that the hours of the service center are odd – 3:00pm to 12:00am. Staff clarified that those hours are for the garage operations and not the customer service center, where people will go to pay their bills.

Mr. Earl Wilson commented that he also has concerns about a new well being dug during a drought. He is also concerned about the height of the truck canopy and night lighting. Mr. Wilson asked if the canopy would be enclosed or would light spill out at night that could be visible from the valley. He also has concerns about the lighting on the monument sign and its effects on safety. Mr. Wilson also stated that he is not against the project and thinks that SCE is good about night lighting. The applicant responded that all the building are single story and that the topography of the site provides for little impact to visual resources. He also stated that the highest part of the garage would be 26'-27' in height and there would only be light if there are people working, and also it is enclosed. The canopy is for parking trucks with sensitive equipment in a shaded area. This structure will only be 16'-17' in height and would rarely have lights on at night. It is not enclosed. He also stated that the monument sign will be back lit. There will be no flood lights on it.

Mr. Charles James commented that this is an exciting project. The County needs new buildings and infrastructure. The opportunity for SCE and the college to partner is also very exciting. Mr. James also stated that he thinks that SCE is a good neighbor and we should keep in mind that they employ people in the County. Mr. James provided his support for the project.

Chair Corner closed the public hearing at 1:34.

Commissioners Gentry and Wahrenbrock both expressed their support for the partnership between the college and SCE. Commissioner Gentry also stated that this will be good so that some land in Bishop can be available for other things as well.

MOTION: Commissioner Stoll made a motion to approve; Commissioner Wahrenbrock made a second.

The Motion passed 4-0.

ITEM 8: TENTATIVE TRACT MAP NO. 238, CONDITIONAL USE PERMIT NO. 2002-02, GENERAL PLAN AMENDMENT NO. 2002-02, AND ZONE RECLASSIFICATION NO. 2002-03 (GERIS-SAMPLE) – The County approved “The Arbors,” a 22-unit condominium project at the northeast corner of Barlow Lane and US 395 north of Bishop [Assessor Parcel Nos. 010-301-25 (0-22)] through a series of actions between 2003 and 2006. Only one of the units has been constructed, and complaints have been received periodically about the state of the site. The Planning Commission will receive a presentation about alternatives for addressing these issues and provide input.

Mr. Josh Hart, Planning Director, presented the staff report.

Mr. Tom Sigler presented the problems he has had with the property and keeping it clean. He also announced that they have the annexation to the water system completed and they are working with a developer to get it developed, as well as getting it cleaned up again. There was more discussion about the issues there has been with the property and the owner's difficulties with them. He said that within 30-days it will all be cleaned up and apologized for the issues.

COMMISSIONERS' REPORT/COMMENTS –

Commissioner Wahrenbrock asked if the Commission could talk about water issues and the drought. She provided drought statistics. Mr. Hart suggested that perhaps Dr. Robert Harrington, Water Department Director could give the commission a presentation on water in the County and Mr. Clint Quilter, Public Works Director to give a presentation on the County new water conservation policy.

DIRECTOR'S REPORT-

Mr. Hart announced that we should have new staff on board soon and that someone has applied for the Third District Commissioner spot. We are hoping to have this new commissioner by the next meeting. He reminded them that he has handed out the DRECP and staff will be coming to them for comments, they are due January 9, 2015. The NOD for the Forest Service Plan comments will be due by September 29, 2014. Staff is applying for a Cal Trans Grant, Mr. Hart asked the Commission to wish staff luck. Mr. Hart asked about changing the next Planning Commission date and time. After much discussion the commissioner directed Mr. Hart to work on scheduling the next meeting.

Commissioner Stoll announced that he will be resigning as of January 1, 2015 from the Commission.

ADJOURNMENT - With no further business, Chair Corner adjourned the meeting at 2:15 p.m., to reconvene at a time and location To Be Determined.

Prepared by:
Cathreen Richards
Inyo County Planning Department

PARCEL MAP NO. 404

LOCATED IN AN UNINCORPORATED AREA OF INYO COUNTY, CALIFORNIA
BEING THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 37 EAST,
M.D.B.&M.

OWNERSHIP STATEMENT

We, the undersigned being all parties having any record interest in the real property being subdivided, do hereby consent to the preparation and recording of this parcel map. We also hereby dedicate to the public an irrevocable 30 foot wide right-of-way as shown on sheet No. 2 and the irrevocable 60 foot wide right of way as shown on sheet No. 3.

Jeffrey P. Bohl
Jeffrey P. Bohl
Jeffrey P. Bohl

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA)
COUNTY OF SAN Diego) Jeffrey P. Bohl

On this 21st day of MAY, 2015 before me, A. McNeill
A Notary Public for said County and State, personally appeared Jeffrey P. Bohl, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, entered the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

A. McNeill
Notary Public (sign and print name) A. McNeill
SAN Diego COUNTY
COMMISSION Expires MAY 17, 2017

SIGNATURE OMISSIONS

The signatures of the following companies, their successors and assigns, owners of easements disclosed by the following deeds recorded in the Official Records of Inyo County, have been omitted under the provisions of Section 66436 Subsection (d)(3A)(i) of the Subdivision Map Act:

Continental Telephone Co. of California Vol. 306, Page 404 of Inyo County O.R.
For aerial and underground telephone, telegraph and communication equipment.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based on a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Munro Valley Solar, L.L.C. on January 22nd, 2015. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map.

I further state that the field survey was made by me or under my direction and in true and complete accordance with the requirements of the Subdivision Map Act and local ordinance at the request of Munro Valley Solar, L.L.C. on January 22nd, 2015. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map.

5/19/15
Date: *Raymond Westbrook*
Raymond Westbrook, L.S. No. 8007



RECORDER'S CERTIFICATE

Instrument No. _____ For _____

Filed this _____ day of _____ 20____ at _____ M.

In Book _____ of Parcel Maps at Page _____ at the request of Munro Valley Solar, L.L.C.

Kamuel Focis
Inyo County Clerk/Recorder

By: _____
Deputy Inyo County Recorder

COUNTY SURVEYOR'S STATEMENT

This map has been examined by me and the subdivision as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof. All provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with. I am satisfied that this map is technically correct.

Inyo County Surveyor:

Date _____ Clerk Quilley L.S. No. 6639

TAX COLLECTOR'S CERTIFICATE

I hereby certify that, according to the records on file in this office, there are no liens against this subdivision or any part thereof, for unpaid state, county, municipal, or local taxes or special assessments collected as taxes, except taxes or special assessments not yet payable.

Alissa McMurtrie
Inyo County Tax Collector

Alissa McMurtrie
Deputy Inyo County Tax Collector

CLERK OF THE BOARD'S STATEMENT

On the motion of Supervisor _____ duly seconded and carried, it is ordered that Parcel Map No. 404, be and the same, is hereby approved. That the 60 foot right of way and 30 foot wide right of way as designated hereon and herein offered for dedication, is hereby NOT ACCEPTED, on behalf of the public. The clerk of the board is directed to endorse on the face of said map, a copy of this order authenticated by the seal of the board of supervisors. I hereby certify that the foregoing order was adopted by the board of supervisors at a meeting of said board held on _____, 2015.

Date _____ For Council/Deputy Clerk of the Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Approval of Parcel Map No. 405 – Irrevocable Offer of Dedication for Road and Utility Purposes

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Parcel Map No. 405; and
2. Reject the irrevocable offer of dedication for a 60 foot right of way and a 30 foot wide right of way for road and utility purposes.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tentative Parcel Map No. 405 was conditionally approved at the September 24, 2014 meeting of the Inyo County Planning Commission.

The conditions of approval have been met and this map has been examined by the County Surveyor and Parcel Map No. 405, as shown, is substantially the same as it appeared on the tentative map and any approved alterations thereof, is technically correct, and follows all provisions of the Subdivision Map Act and all local ordinances have been complied with.

The offers of dedication are on undeveloped lands and will not benefit the County at this time therefor it is recommended that your Board reject the onsite irrevocable offers of dedication.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and it is recommended your Board approve Parcel Map No. 405 and reject the offers of dedication.

ALTERNATIVES:

Section 66458 of the Government Code states that the legislative body shall, at the meeting it receives the map or, at the next regular meeting after the meeting at which it receives the map, approve the map if it conforms to the Subdivision Map Act and also conforms to the local subdivision ordinance. If the map does not conform, the legislative body shall disapprove the map. Further, if the legislative body does not approve or disapprove the map within the prescribed time, or any authorized extension of time, and the map conforms to all requirements, the map shall be deemed approved. With that said, your Board may:

1. Not approve the map at this time and approve the map at the next regular meeting.
2. Not approve the map and allow it to be deemed approved. This is not recommended because the map conforms to the Planning Commission and Planning Department requirements.

OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.
County Surveyor
County Counsel for review of this Agenda item.

FINANCING:

Time to prepare the ARF and review the maps and documents.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.) <i>Margaret Kemp Williams</i> Approved: <input checked="" type="checkbox"/> Date <i>07-08-15</i>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ N/A _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ N/A _____ Date _____

DEPARTMENT HEAD SIGNATURE: *C. J. Jones* Date: *7/10/15*
(Not to be signed until all approvals are received)

Attachments:

- 1.) Planning Commission Minutes of September 24, 2014 Meeting
- 2.) Conditions of Approval
- 3.) Parcel Map No. 405 Final Map

Conditions of Approval for Tentative Parcel Maps #405 and #404:

1. Hold Harmless: The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Tentative Parcel Map #404, Tentative Parcel Map #405 or applicant's failure to comply with conditions of approval.
2. Conformance with Tentative Map: A Final Parcel Map in substantial conformance with the approved tentative parcel map shall be filed for recordation within two years from the date of recordation of the renewable energy permit unless a request for a time extension is received prior to that date, and approved by the Commission, or otherwise extended.
3. Compliance with the California Subdivision Map Act and Inyo County Code: The developer shall comply with all applicable provisions of the California Subdivision Map Act (Government Code 66410 et. seq.) and Inyo County Code, except for development standards being waived pursuant to Inyo County Code Titles 16 and 21, affecting: provision of curbs, gutters and sidewalks; water infrastructure for fire suppression; minimum lot sizes for APN 033-060-19; and height restrictions for transformer skid infrastructure.
4. Taxes and Assessments: Payment of any delinquent and/or due taxes or special assessments shall be made to the satisfaction of the Inyo County Treasurer/Tax Collector prior to recordation of the Final Map.
5. Offer of ROW Dedication: The applicant shall offer an irrevocable 60-foot right-of-way (ROW) dedication from US Highway 395 to APN 033-040-19, such that a 60-foot width can be achieved for future access and as reflected on the proposed parcel map.
6. Onsite Access Easements to Remainder Parcels: The applicant shall provide a 60-foot easement and irrevocable offer-of-dedication from US Hwy 395 to the easterly parcel. The project applicant shall also provide a 30-foot on-site access easements to the remainder parcel of APN 033-060-19.
7. California Department of Transportation: The applicant shall obtain an encroachment permit for direct access onto US Highway 395 from the CalTrans and shall provide a public road intersection with Highway 395 per CalTrans 405.7 Public Intersection Detail.
8. TPM Nos. 404 and 405 shall not become effective until approval of the Renewable Energy Permit.

COUNTY OF INYO PLANNING COMMISSION

MINUTES OF SEPTEMBER 24, 2014 MEETING

COMMISSIONERS:

WILLIAM STOLL
CYNTHIA WAHRENBROCK
VACANT
ROSS CORNER
JOHN "JIM" GENTRY

FIRST DISTRICT
SECOND DISTRICT (VICE-CHAIR)
THIRD DISTRICT
FOURTH DISTRICT (CHAIR)
FIFTH DISTRICT

Inyo County Planning Commission
Post Office Drawer L
Independence, CA 93526
(760) 878-0263
(760) 872-0382 FAX
inyoplanning@inyocounty.us

STAFF:

JOSHUA HART
CLINT QUILTER
KEVIN CARUNCHIO
CATHREEN RICHARDS
ADENA FANSLER
ELAINE KABALA
DAVID NAM
VACANT

PLANNING DIRECTOR
PUBLIC WORKS DIRECTOR
COUNTY ADMINISTRATOR
SENIOR PLANNER
ASSOCIATE PLANNER
ASSOCIATE PLANNER
COUNTY COUNSEL
PLANNING COORDINATOR

The Inyo County Planning Commission met in regular session on Wednesday, September 24, 2014, in the Administration Building, in Independence, California. Chair Corner opened the meeting at 10:00 a.m.
These minutes are to be considered for approval by the Planning Commission at their next scheduled meeting.

ITEM 1: PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Commissioner Stoll.

ITEM 2: ROLL CALL - Commissioners: John "Jim" Gentry, William Stoll, Cynthia Wahrenbrock, and Ross Corner were present.

Commissioners Absent: None.

Staff present: Josh Hart, Planning Director; David Nam, County Counsel; Cathreen Richards, Senior Planner; Elaine Kabala, Associate Planner.

Staff absent: Clint Quilter, Public Works Director; Kevin Carunchio, County Administrator; Adena Fansler, Associate Planner.

ITEM 3: PUBLIC COMMENT PERIOD – This item provides the opportunity for the public to address the Planning Commission on any planning subject that was not scheduled on the Agenda.

There was no one from the public that wished to comment on any planning subject that was not scheduled on the Agenda.

ITEM 4: APPROVAL OF MINUTES –

A. Approval of Minutes from the August 6, 2014 Planning Commission Meeting.

MOTION: Commissioner Gentry made a motion to approve the minutes; Commissioner Stoll made a second.

Motion passed 3-0 Commissioner Corner abstained.

B. Approval of Minutes from the August 27, 2014 Planning Commission Meeting. Chair Corner provided a correction.

MOTION: Commissioner Stoll made a motion to approve the minutes with the correction; Commissioner Wahrenbrock made a second.

Motion passed 4-0.

ITEM 5: PRESENTATION OF CERTIFICATES – Mr. Hart, Planning Director presented certificates of Appreciation for former Commissioners Sam Wasson, Paul Payne, and Rich White for their dedicated service to the Commission.

ITEM 6: GENERAL PLAN AMENDMENT NO. 2013-01, RENEWABLE ENERGY PERMIT NO. 2013-01, TENTATIVE PARCEL MAP NO. 404, AND TENTATIVE PARCEL MAP NO. 405 (MUNRO VALLEY SOLAR, LLC) – Munro Valley Solar, LLC proposes to construct and operate a four-megawatt alternating current solar photovoltaic generating facility over two separate discontinuous parcels south of Olancha on the east side of Highway 395 between Walker Creek Road and Fall Road (Assessor Parcel Nos. 033-400-02 and 033-060-19). The approximately 30-acre project proposes to connect to existing power lines that run between the sites, and the power generated is intended for local distribution and use. The applicant requests a Renewable Energy Permit (REP) pursuant to Inyo County Code Title 21; as permitted, fence height, parcel size, land use, and the height of the intertie are proposed to be specified through the permit in lieu of Zoning standards. The applicant also requests to amend the General Plan Land Use Element to (1) create a Distributed Solar Photovoltaic Overlay and (2) apply the Overlay to the sites. The subdivisions are proposed to provide for the desired parcel configurations and ownership. The Planning Commission is requested to conditionally approve the REP and tentative maps, and recommend that the Board of Supervisors approve the General Plan Amendment. A Mitigated Negative Declaration will be considered pursuant to the California Environmental Quality Act (CEQA).

Ms. Kabala, Associate Planner presented the Staff Report to the Commission. Mr. Hart indicated that the staff recommendation includes a requirement that any lands acquired for biological mitigation should be outside of Inyo County to the extent feasible.

The applicants Mr. Chris Little and Mr. Brad Wilson also gave presentations on the project.

Chair Corner opened the Public Hearing at 10:36.

Jeffery Bohl, spoke in favor of the project. Beth Porter, Larry Kravs, Jean Adair and Earl Wilson raised concerns about the project including: power generated in Inyo County leaving the area, jobs (only temporary), Olancha gets the stuff the rest of the County doesn't want, why does it have to be right on the highway (west side), would prefer all of the project be on east side, worry that this will not be the last of these types of projects in the area, don't want Olancha to look like Mojave, if the energy is being produced to be used locally why can't DWP give everyone roof top solar, worried about the plants being proposed for the project and the impacts to them from wind, long growth periods necessary, where the water for them is going to come from, if the area is going to be bladed bare there will be a noxious weed invasion, where and the amount of water that will be needed for the vegetation and for dust mitigation, road maintenance requirements from the County for the road to the solar facility, suspicions about why the applicant purchased additional property if they are not planning to build more, the people in Olancha feel stepped on, the area is part of a scenic byway, worried about solar development impacts on the area's views, decreases in property values, encouraged applicant to have no night lighting, worried that if the Feed in Tariff program gets extended more development will come to Olancha, impacts to Joshua

trees, the proposed landscaping does not fit in with the area, the trips of water trucks and carbon emissions, concerns about how clean the reclaimed water will be, and if there is to be intense development in the area they should be kept far apart from each other.

The public hearing was closed at 12:16.

Commissioner Gentry asked what a 4MW facility would look like. The applicant said it was the equivalent of about 300-homes. Also stated that beauty is in the eye of the beholder and some people might like and some might not. Anxious to see this one built so we have a better idea of what they will look like and whether or not we will like them.

Commissioner Wahrenbrock asked if the land would be bladed. The applicant stated that they would minimize the impacts to the plant's roots as they want the vegetation to come back it helps keep the dust down and if it doesn't come back they would have to re-vegetate. Applicant also stated that the area did not need to be bladed as the site is level and no grading is necessary. Commissioner Wahrenbrock said she is concerned about them drilling a well during the drought that we are currently in. The applicant answered that the amount of water that would be used is so low as not to create an impact. Ms. Kabala stated that the project had been reviewed by Dr. Harrington, Water Department Director, and he had no issues with it.

Commissioner Stoll stated that he is also concerned about water usage for landscaping and dust control. The applicant repeated that the project's water use is very minimal and that they are flexible about the landscaping plans. He also stated that the water use would be far less than it would be for a residential property. The water requirement would be about one water truck per week. Commissioner Stoll asked about the size of the project and if it were similar to the one near Mojave. Mr. Hart explained that most of the agriculture lands in the County are 40-acres so it would be about half of one of those and the frontage of this project is similar to the Mojave project. Commissioner Stoll added that the California Valley Solar project in San Luis Obispo County has a fence that is the color as the surrounding landscape so it blends in nicely. He thinks this is a good example. The applicant said they are flexible about landscaping and fencing and they would look into the California Valley Solar project fencing. Commissioner Stoll also brought up concerns about the amount of money these kinds of projects bring into the County compared to the services they might require. Ms. Kabala explained that the applicant will have to give the County \$1,000 per mega-watt per year for the life of the project. Commissioner Stoll remarked that this is only \$4,000 per year and questioned if it is enough.

Chair Corner commented that the panels are 7.5-feet high and the proposed fence is 9-feet. This fence is not high enough to block the views from a rise in the road as you descend into Olancho. He also asked about the fixed tilt of the panels and the potential glare. The applicant answered that a glare study had been conducted and it was very minimal, glare would mean lost energy, he also added that the fencing was to block the views from alongside the facility and not from a distance. It is impossible to block views to the facility from a distance. The applicant added that this issue was addressed in the CEQA analysis and found to be insignificant.

Commissioner Stoll stated again that he thinks the \$4,000 per year should be revisited. The applicant stated that it had already been negotiated as part of the development permit, but they could revisit and they will also be paying property taxes. The applicant also stated that they would like it if the Commission would vote on the proposal as it is now. Applicant added that in their experience with these kinds of projects the demand for police services is near non-existent, and without determined vandals it is minimal. He also mentioned that the road easement is being dedicated to the County, but the County does not have to accept it. In this case the applicant would have to maintain the road and not the County.

Chair Corner asked if any of the Commissioners had something they wanted to say about the project. With no one else expressing an interest he stated that everyone needs to make sacrifices to help get us off fossil fuels and this will be inconvenient and expensive, but it needs to be done. He has heard a lot of not in my back yard and from people who don't live there, but again sacrifices need to be made.

Commissioner Stoll said he agrees that sacrifices need to be made but he would like to see the County get more revenue from these projects. Mr. Hart explained that the taxing issues were Statewide policy and that without the incentives these developments might not be cost effective.

MOTION: Commissioner Gentry made a motion to approve; Commissioner Stoll made a second. There was further conversation about landscaping, vegetation, fencing and water use. The Motion was changed to include modifications to the language in Section 8.11.

MOTION: Commissioner Gentry made a motion to approve with the changes; Commissioner Stoll made a second.

The Motion passed 4-0.

Chair Corner reopened the public comment period at 12:35 as there was a member of the public who wished to speak about something that was not on the agenda. Mr. Jim Pursell stated that in 1962 Inyo County Code Section 10.36.090: Use of Roads or Streets for Prolonged Parking or Storage Prohibited. Mr. Pursell believes that this issue is supposed to be enforced by the Planning Department but they do not have time or resources and wanted to know who in the County to work with on parking issues. Mr. Hart stated that this is not a Planning Department function, but one for Public Works regarding right-of ways and for parking the County Sheriff and State Highway Patrol. Mr. Hart advised that they speak off-line about the issue. Mr. Nam, County Counsel agreed that it should be addressed off line since it is not on the agenda. There was discussion about agenizing it in the future, but Mr. Pursell would begin the conversation with Mr. Hart.

ITEM 7: **CONDITIONAL USE PERMIT NO. 2013-03, VARIANCE NO. 2014-02, AND VARIANCE NO. 2014-03 (SOUTHERN CALIFORNIA EDISON COMPANY) – Southern California Edison (SCE) proposes to build a full-service operations center on property it owns approximately 3.5 miles west of Bishop on the south side of State Highway 168 to replace its existing facility in the City. The project site comprises approximately seven acres within a larger 82-acre parcel (Assessor Parcel No. 012-080-15), which also accommodates a hydroelectric facility (Plant Six and the Mt. Tom substation). The parcel has been previously disturbed by the substation's operations; roads and power lines cross it in numerous locations. The project will include: a new office building with a customer service center, garage, shop, laydown yard, truck canopy buildings, helipad, and related facilities. The proposal will require installation of two new wells and two new water lines. The applicant has requested a Conditional Use Permit for the project, as well as a fence height variance from the permitted six feet to eight feet and a variance to place a monument sign in the front yard setback. A Mitigated Negative Declaration will be considered pursuant to CEQA.**

Ms. Richards, Senior Planner presented the Staff Report to the Commission. The applicants Mr. Scott Holland and Mr. Richard Smith also gave presentations on the project. The applicant added that Edison is working on a deal to provide Cerro Coso Community with potable water in exchange for the use of the college's fire suppression tank, as the college currently does not have safe drinking water.

Chair Corner opened the public hearing at 1:10.

Commissioner Gentry asked if they would be closing the facilities in Bishop when this is complete. The applicant responded that they would accept to keep an easement for the existing microwave tower.

Commissioner Wahrenbrock stated that she is not excited about a new well going in when there are wells in west Bishop drying up, but understands the college's water problem. The applicant stated they have met with Marvin Moskowitz and the college to work on an agreement to put a well between the properties, and that Edison's use would not exceed what they are already using at the existing sites. Commissioner Wahrenbrock stated that the hours of the service center are odd – 3:00pm to 12:00am. Staff clarified that those hours are for the garage operations and not the customer service center, where people will go to pay their bills.

Mr. Earl Wilson commented that he also has concerns about a new well being dug during a drought. He is also concerned about the height of the truck canopy and night lighting. Mr. Wilson asked if the canopy would be enclosed or would light spill out at night that could be visible from the valley. He also has concerns about the lighting on the monument sign and its effects on safety. Mr. Wilson also stated that he is not against the project and thinks that SCE is good about night lighting. The applicant responded that all the building are single story and that the topography of the site provides for little impact to visual resources. He also stated that the highest part of the garage would be 26'-27' in height and there would only be light if there are people working, and also it is enclosed. The canopy is for parking trucks with sensitive equipment in a shaded area. This structure will only be 16'-17' in height and would rarely have lights on at night. It is not enclosed. He also stated that the monument sign will be back lit. There will be no flood lights on it.

Mr. Charles James commented that this is an exciting project. The County needs new buildings and infrastructure. The opportunity for SCE and the college to partner is also very exciting. Mr. James also stated that he thinks that SCE is a good neighbor and we should keep in mind that they employ people in the County. Mr. James provided his support for the project.

Chair Corner closed the public hearing at 1:34.

Commissioners Gentry and Wahrenbrock both expressed their support for the partnership between the college and SCE. Commissioner Gentry also stated that this will be good so that some land in Bishop can be available for other things as well.

MOTION: Commissioner Stoll made a motion to approve; Commissioner Wahrenbrock made a second.

The Motion passed 4-0.

ITEM 8: TENTATIVE TRACT MAP NO. 238, CONDITIONAL USE PERMIT NO. 2002-02, GENERAL PLAN AMENDMENT NO. 2002-02, AND ZONE RECLASSIFICATION NO. 2002-03 (GERIS-SAMPLE) – The County approved “The Arbors,” a 22-unit condominium project at the northeast corner of Barlow Lane and US 395 north of Bishop [Assessor Parcel Nos. 010-301-25 (0-22)] through a series of actions between 2003 and 2006. Only one of the units has been constructed, and complaints have been received periodically about the state of the site. The Planning Commission will receive a presentation about alternatives for addressing these issues and provide input.

Mr. Josh Hart, Planning Director, presented the staff report.

Mr. Tom Sigler presented the problems he has had with the property and keeping it clean. He also announced that they have the annexation to the water system completed and they are working with a developer to get it developed, as well as getting it cleaned up again. There was more discussion about the issues there has been with the property and the owner's difficulties with them. He said that within 30-days it will all be cleaned up and apologized for the issues.

COMMISSIONERS' REPORT/COMMENTS –

Commissioner Wahrenbrock asked if the Commission could talk about water issues and the drought. She provided drought statistics. Mr. Hart suggested that perhaps Dr. Robert Harrington, Water Department Director could give the commission a presentation on water in the County and Mr. Clint Quilter, Public Works Director to give a presentation on the County new water conservation policy.

DIRECTOR'S REPORT-

Mr. Hart announced that we should have new staff on board soon and that someone has applied for the Third District Commissioner spot. We are hoping to have this new commissioner by the next meeting. He reminded them that he has handed out the DRECP and staff will be coming to them for comments, they are due January 9, 2015. The NOD for the Forest Service Plan comments will be due by September 29, 2014. Staff is applying for a Cal Trans Grant, Mr. Hart asked the Commission to wish staff luck. Mr. Hart asked about changing the next Planning Commission date and time. After much discussion the commissioner directed Mr. Hart to work on scheduling the next meeting.

Commissioner Stoll announced that he will be resigning as of January 1, 2015 from the Commission.

ADJOURNMENT - With no further business, Chair Corner adjourned the meeting at 2:15 p.m., to reconvene at a time and location To Be Determined.

Prepared by:
Cathreen Richards
Inyo County Planning Department

PARCEL MAP NO. 405

LOCATED IN AN UNINCORPORATED AREA OF INYO COUNTY, CALIFORNIA
BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17 AND THE
NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B.&M.

OWNERSHIP STATEMENT

We, the undersigned being all parties having any record interest in the real property being subdivided, do hereby consent to the preparation and recordation of this parcel map. We also hereby dedicate to the public the 60.00 foot and 30 foot wide irrevocable right-of-ways designated hereon.


Christopher Lark, Vice President, P.L.H. LLC, an Indiana limited liability corporation

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

On this 12th day of MAY, 2015, before me BLAKE NICHOLSON, a Notary Public for said County and State, personally appeared CHRISTOPHER LARK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of MINNESOTA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:


Blake Nicholson, Notary Public (signed print name)



SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based on a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Mono Valley Solar, LLC on January 22nd, 2015. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map.

I further state that the field survey was made by me or under my direction and is true and complete as shown, that all the monuments are of the character and occupy the positions indicated and that such measurements are sufficient to enable the survey to be retraced.

5/7/15
Date


Raymond Werburton, L.S. No. 8007



SIGNATURE OMISSIONS

The signatures of the following companies, their successors and assigns, owners of easements disclosed by the following deeds recorded in the Official Records of Inyo County, have been omitted under the provisions of Section 66436 Subsection (a)(3)(A)(i) of the Subdivision Map Act:

Continental Telephone Co. of California Vol. 188, Page 464 of Inyo County O.R.
For aerial and underground telephone, telegraph and communication equipment.

RECORDER'S CERTIFICATE

Instrument No. _____ For _____

Filed this _____ day of _____ 20____, at _____ M.

In Book _____ of Parcel Maps or Pages _____ at the request of Mono Valley Solar, LLC.

Kenneth Forre
Inyo County Clerk/Recorder

By: _____
Deputy Inyo County Recorder

COUNTY SURVEYOR'S STATEMENT

This map has been examined by me and the subdivision as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof. All provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with. I am satisfied that this map is technically correct.

Inyo County Surveyor:

Date _____ Clerk/Recorder L.S. No. 0899

TAX COLLECTOR'S CERTIFICATE

I hereby certify that, according to the records on file in this office, there are no liens against this subdivision or any part thereof, for unpaid state, county, municipal, or local taxes or special assessments collected as taxes, except taxes or special assessments not yet payable.

Alaina McArthur
Inyo County Tax Collector


Deputy Inyo County Tax Collector

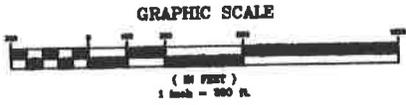
CLERK of THE BOARD'S STATEMENT

On the motion of Supervisor _____, duly recorded and carried, it is ordered that Parcel Map No. 405, be and the same, is hereby approved, that the 60 foot wide and 30 foot wide right-of-ways as designated hereon and herein offered for dedication, are hereby NOT ACCEPTED, on behalf of the public. The clerk of the board is directed to endorse on the face of said map, a copy of this order authenticated by the seal of the board of supervisors. I hereby certify that the foregoing order was adopted by the board of supervisors at a meeting of said board held on _____, 2015.

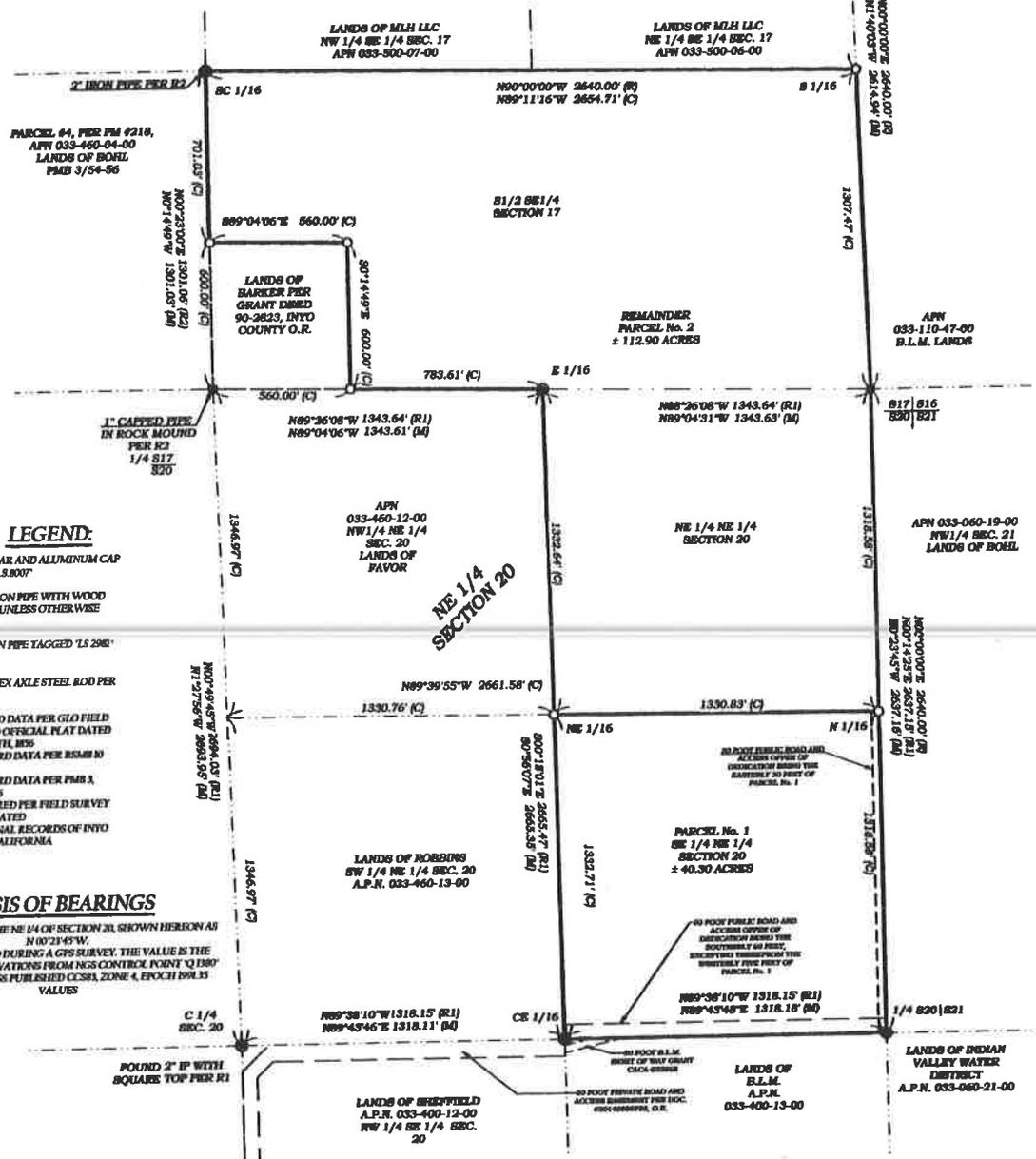
Date _____
Pat Gummelley
Deputy Clerk of the Board of Supervisors

PARCEL MAP NO. 405

LOCATED IN AN UNINCORPORATED AREA OF INYO COUNTY, CALIFORNIA
BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17 AND THE
NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B.&M.



E1/4 SECTION 17
FOUND ORIGINAL
STONE MONUMENT
BEING A 12"x12"x18"
GRANITE STONE WITH
4" CORBELLED ON THE
WEST FACE PER (R)
IN LIEU OF 1" IP PER
PMB 1/100 O.R.



LEGEND:

- SET 5/8" REBAR AND ALUMINUM CAP STAMPED 'LS800'
 - FOUND 2" IRON PIPE WITH WOOD HUB PER R1 UNLESS OTHERWISE NOTED
 - FOUND IRON PIPE TAGGED 'LS 280' PER R1
 - FOUND 2" HEX AXLE STEEL ROD PER R1
- (R) RECORDED DATA PER GLO FIELD NOTES AND OFFICIAL PLAT DATED AUGUST 18TH, 1856
(RI) RECORDED DATA PER RESUB D PAGE 12
(R2) RECORDED DATA PER PMB 3, PAGES 34-56
M MEASURED PER FIELD SURVEY
C CALCULATED
O.R. ORIGINAL RECORDS OF INYO COUNTY CALIFORNIA

BASIS OF BEARINGS

THE EAST LINE OF THE NE 1/4 OF SECTION 20, SHOWN HEREON AS N 00°21'45"W. THIS WAS DERIVED DURING A GPS SURVEY. THE VALUE IS THE PRODUCT OF OBSERVATIONS FROM NGS CONTROL POINT 'Q 180' UTILIZING THE NGS PUBLISHED CESSA, ZONE 4, EPOCH 1998.35 VALUES



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Request to hire a Public Health Nurse in the HHS Public Health and Prevention division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A. the availability of funding for the requested positions exists in the Health budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- B. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C. approve the hiring of one Public Health Nurse (Range 80, \$5,559 - \$6,761).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Public Health and Prevention division recently received a resignation from our Public Health Nurse (PHN), who is moving out of the area. The PHN position is responsible for seeing patients during public health clinic hours, ordering and maintaining immunization stock, ensuring the completion of a majority of the goals established under the Maternal Child Adolescent Health (MCAH) program, providing up-to-date public health information to local health care providers, and ensuring timely reporting and investigation of communicable diseases and other reportable illnesses.

HHS is respectfully requesting permission to fill the vacancy in order to continue the provision of these important Public Health functions.

ALTERNATIVES:

Denying this request would result in the remaining Registered Nurse in the Public Health division absorbing additional duties, where her license allows, and would mean that the department would not be able to satisfy the requirements of various funding streams.

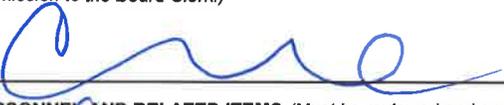
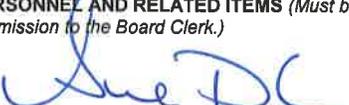
OTHER AGENCY INVOLVEMENT:

Local health care providers, Team Inyo for Healthy Kids, other HHS divisions.

FINANCING:

State and Federal funding and Health Realignment pay for this position. The position is budgeted in Health (045100), CHDP (045102), CARES (641215/641216) and MCAH (641615) in the salaries and benefits object codes. 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: _____ 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>7/13/2015</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>↓ 7/9/15</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7-14-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 15
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Natural Resource Advisory Committee

DEPARTMENTAL RECOMMENDATION: Extend the term of the Natural Resource Advisory Committee for three years.

SUMMARY DISCUSSION: On July 21, 2009, the Board established the Natural Resource Advisory Committee (NRAC) to act as a technical committee on natural resource matters and to provide pertinent information and make recommendations to the Board and Planning Commission on subjects relating to mineral, solar, geothermal, water and wind development, or other relevant issues upon referral (refer to the attached Resolution establishing the NRAC). The initial term of the NRAC was three years. Subsequently, on August 21, 2012, the Board extended the term of the NRAC for three years.

The NRAC has been meeting approximately quarterly since 2009. It has reviewed a variety of natural resource issues and has provided numerous recommendations to the Planning Commission and Board, including regarding the updated Wilderness Resolution, solar energy development and planning initiatives, the updated General Plan and Zoning Ordinance, the County's energy action planning, the Desert Protection Act, and many other topics. The NRAC's activities have been instrumental in crafting a number of County policies in these regards.

ALTERNATIVES: The Board may consider not extending the NRAC. This is not recommended as the NRAC provides a valuable forum for citizen input regarding important natural resource issues in the County.

OTHER AGENCY INVOLVEMENT: None directly. Indirectly, other agencies, such as the US Forest Service and the Bureau of Land Management, may be involved in the issues addressed by the NRAC.

FINANCING: Resources from the County's general fund are utilized for NRAC operations.

<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>
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>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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



Date: 7/14/15

Attachment: Resolution No. 2009-27

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF INYO

RESOLUTION NO. 2009- 27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ESTABLISHING A NATURAL RESOURCE ADVISORY COMMITTEE FOR THE COUNTY OF INYO

WHEREAS, the County of Inyo is a rural county with vast natural resources; and

WHEREAS, these natural resources include minerals extraction and processing, as well as solar, geothermal, water and wind power; and

WHEREAS, these natural resources are being impacted by land use restrictions such as the establishment of wilderness and restricted access to areas within the County where these natural resources occur; and

WHEREAS, these resources are a valuable asset to the County of Inyo and its social and economic viability and vitality; and

WHEREAS, the Board of Supervisors has the responsibility to make certain decisions of public concern relating to natural resource issues affecting residents and lands of Inyo County; and

WHEREAS, the Board of Supervisors wishes to receive substantial input and advice from the public to assist it in addressing natural resource concerns in Inyo County; and

WHEREAS, the Board of Supervisors finds that a natural resource advisory committee, composed of interested citizens of Inyo County, is an efficient and effective way for it to receive such public input and advice; and

WHEREAS, it is therefore necessary, prudent, and in the public interest to create such an advisory committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, that there is hereby created the Natural Resource Advisory Committee in Inyo County. The purpose of the committee shall be to act as a technical committee on natural resource matters with the goal of providing pertinent information and making recommendations to the Board of Supervisors and Planning Commission on matters relating to mineral, solar, geothermal, water and wind development, or as referred to the Natural Resource Advisory Committee by the Board of Supervisors or Planning Commission.

BE IT FURTHER RESOLVED that the purpose set out above includes acting in an advisory capacity to the Planning Commission to support current and future economic opportunities in the utilization of natural resources for the economic and social benefit of Inyo County citizens and to provide input and support on legislative matters, state and federal policies and laws that relate to Inyo County's natural resources.

BE IT FURTHER RESOLVED that such committee shall be known as and called the "Natural Resource Advisory Committee".

BE IT FURTHER RESOLVED the Natural Resource Advisory Committee created hereby shall consist of five (5) voting members consisting of citizens of Inyo County selected county-wide and appointed for terms of three years.

BE IT FURTHER RESOLVED that all appointments to said Natural Resource Advisory Committee, including those to fill any unscheduled vacancy, shall be made by the Board of Supervisors, upon the recommendation of the Planning Director and Planning Commission, and shall be made to the extent feasible in accordance with existing County procedures concerning appointments to advisory committees and with the Maddy Local Appointive List Act of 1975, set forth in Government Code Section 54970 et seq., which provides for the creation, keeping, and use of a list of appointive positions to which such appointments may be made.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee is established for a period of three (3) years from the appointment of the initial members, unless otherwise extended by action of the Inyo County Board of Supervisors.

BE IT FURTHER RESOLVED that any member that fails to attend three consecutive Natural Resource Advisory Committee meetings shall be considered automatically removed and a vacancy shall be deemed to have occurred unless good cause is shown for the absences. The Planning Commission shall determine whether good cause is shown.

BE IT FURTHER RESOLVED that, in addition to the voting members appointed by the Board of Supervisors, the Natural Resource Advisory Committee shall have two alternate members of the public appointed by the Board of Supervisors.

BE IT FURTHER RESOLVED that should the Board of Supervisors extend the duration of the Natural Resource Advisory Committee and appoint members for additional terms, those members shall serve terms of three (3) years from the date that the Board of Supervisors extends the Natural Resource Advisory Committee, except that two committee members shall serve terms of one (1) year and one committee member shall serve a term of two (2) years in order to stagger future vacancies and appointments. All subsequent appointments shall be for three years.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee may from time to time form subcommittees of its voting members to gather information, conduct research, develop recommendations, and perform other tasks as necessary to assist the advisory board in performing the duties requested by the Planning Commission or the Board of Supervisors pursuant to this Resolution.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee shall be subject to the Ralph M. Brown Act, set forth in Government Code Section 54950 et seq.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee created by this Resolution is advisory only and shall have no authority to set policy; the Board of Supervisors reserves the authority to deliberate and set County policy to itself and the Planning Commission.

BE IT FURTHER RESOLVED that the Planning Director shall assist in the formation, organization, and the function of the Natural Resource Advisory Committee and shall act as a liaison with the County of Inyo and shall provide necessary staffing for the Committee. Staff support for the Committee shall not exceed eight hours per month.

BE IT FURTHER RESOLVED that the members of the Natural Resource Advisory Committee created hereby shall serve thereon without compensation, with the exception that they shall be reimbursed for vehicle mileage cost incurred for travel to committee meetings in conformance with the County's Travel Policy. Such expense will be reimbursed by the Planning Department.

PASSED AND ADOPTED THIS 21st **th DAY OF** July, 2009.

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes

NOES: -0-

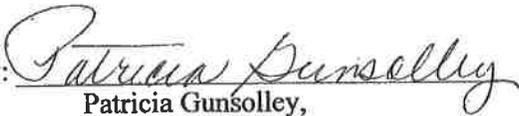
ABSTAIN: -0-

ABSENT: -0-


Beverly Brown, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley,
Assistant Clerk



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

16

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Approve the submittal of a federal Highway Safety Improvement Program grant for the installation of striping on Old Spanish Trail Highway, State Line Road, Trona Wildrose Road, and Panamint Valley Road and edge rumble strips on State Line Road.

DEPARTMENTAL RECOMMENDATIONS:

Approve 1) the submittal of the application for a Caltrans Highway Safety Improvement Program grant, 2) commit to funding the match with Road Department funds, and 3) authorize the Public Works Department Director to execute the grant agreements and other documents related to the grant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Department is preparing an application for the federal Highway Safety Improvement Program (HSIP) grant (attached) to install striping on Old Spanish Trail Highway, State Line Road, Trona Wildrose Road, and Panamint Valley Road and edge rumble strips on State Line Road. The grant request is for \$613,300. The matching amount for this grant will be \$68,300.

HSIP funds are eligible for work on any publicly owned roadway that corrects or improves safety for its users. The HSIP program favors projects that can be built quickly. Projects should not include significant right-of-way issues or extensive environmental review and mitigation. For a project to be eligible, a specific safety problem must be identified for correction and the proposed action must correct or substantially improve the condition. Twenty-one types of projects are eligible to receive funding including the installation of guardrails. Projects providing evidence of some crash history should compete better than projects that do not. Part of the application includes the completion of a cost benefit ratio that compares injury accidents with the total cost of the project. Projects are required to have a minimum cost benefit ratio of 5.0. The South County Striping and Rumble Strip project tentatively has a cost benefit ratio of 16.0. There is \$150 million available statewide for this grant cycle.

Public Works and Road Department staff chose State Line Road, Old Spanish Trail Highway, Trona Wildrose Road, and Panamint Valley Road because 1) of the accident numbers and 2) these roads see interregional traffic and serve as extensions of the State Highway system. The addition of the rumble strips on State Line Road was selected to make the roadway consistent with Bell Vista Road in Nevada that links to NV 160. This project appears to meet the selection criteria well. There have been multiple severe injury accidents, especially on Trona Wildrose Road and Old Spanish Trail Highway. Most of the collisions on these roadways result from single vehicle accidents. Edge striping and rumble strips will reduce this risk. Public Works staff should be able to process this project relatively quickly and the environmental component should not be too involved because the construction would be completed along a paved surface and would not disturb any soil.

Old Spanish Trail Highway provides a link between SR 127 and Tecopa with NV 160 south of Pahrump. State Line Road, the busiest of these four roadways, provides a link between Death Valley Junction and the NV 160

north of Pahrump. This road serves as an extension of SR 190. On I-15 in Las Vegas, signage directs travelers on NV 160 to access Death Valley National Park. The most direct way to Furnace Creek from I-15 in south Las Vegas is via State Line Road. Bell Vista Road, the continuation of State Line Road in Nevada, has edge lines and rumble strips along its entire length. A goal of this project is to make State Line Road relatively consistent with the road in Nevada. In the future, the County may wish to coordinate with Nye County to uniformly name State Line and Bell Vista roads to make the route to Death Valley National Park more apparent to travelers (Death Valley Highway or something similar).

Trona Wildrose and Panamint Valley Roads act as an extension of SR 178 between the San Bernardino County line and SR 190. This route provides an alternative route for travelers coming from the Southern California to access Death Valley National Park.

The high travel speeds on the four roads, the traffic, and the accident history make this project appropriate for Inyo County.

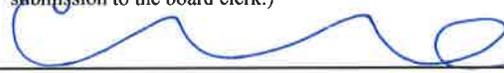
ALTERNATIVES: The Board could choose not to approve the resolution. If the resolution is not approved, staff will not be able to submit the application in time to be considered.

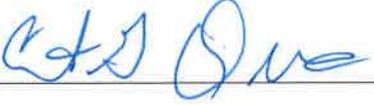
OTHER AGENCY INVOLVEMENT:

County counsel has reviewed the resolution Caltrans District 9 Office of Local Assistance will process the project per federal-aid route requirements.

FINANCING:

The project requires a 10% local match or \$68,300. The matching funds would come from Road Department funds. Staff will bring forward a budget amendment to reflect this expenditure in the event the County is successful in obtaining the grant. The continued maintenance of the new white striping may increase Road Department maintenance costs.

APPROVALS	
COUNTY COUNSEL:	<p>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.)</p> <p>Approved:  ✓ Date: 7-10-15</p>
AUDITOR/CONTROLLER	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p>Approved:  Date: 7/14/2015</p>
PERSONNEL DIRECTOR	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date: _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: 7/14/15
 (Not to be signed until all approvals are received)

APPLICATION FOR CYCLE 6 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

APPLICATION SUMMARY

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Important: Review and follow [the Application Instructions](#) step-by-step as you complete the application. Completing an application without referencing to the instructions will result in an incomplete application or an application with fatal flaws that will be excluded from the ranking and selection process.

Application ID: 09-Inyo County-1

Submitted By (Agency):
Inyo County

Caltrans District

09

Application Number

1

Out of

1

Project Location

At regionally significant roadways in Inyo County, a systemic application. The project includes Panamint Valley Rd, State Line Rd, Trona Wildrose Rd, and Old Spanish Trail Highway.

Project Description

Installation of edge lines for 77.8 miles on 4 rural major collectors and installation of edge rumble strips on 5.2 miles of State Line Rd.

Countermeasure 1:

R32: Install edge-lines and centerlines

Countermeasure 2:

R35: Install edgeline rumble strips/stripes

Countermeasure 3:

Total Expected Benefit

\$20.00

Total Project Cost

\$663,100.00

B/C Ratio:

0.00

I. Basic Project Information

Date Caltrans District MPO

Agency County

Total number of applications being submitted by your agency

Application Number (each application must have a unique number)

Contact Person Information

Name (Last, First):

Position/Title of Contact Person

Email: Telephone: Extension:

Address:

City: Zip Code: (Enter only a 5-digit number.)

Project Information

Project Location
-Be Brief (limited to 250 characters)
[-See Instructions](#)

Project Description
-Be Brief (limited to 250 characters)
[-See Instructions](#)

Functional Classification (For Functional Classification and CRS Maps, Visit http://www.dot.ca.gov/hq/tsip/hseb/crs_maps/)

CRS Map ID (e.g. 08E14)

Urban/Rural Area (Visit <http://earth.dot.ca.gov/>)

High-Risk-Rural-Roads (HR3) Eligibility

If this project is not HR3 eligible, what is the approximate total cost percentage that is HR3 eligible? %

Work on the State Highway System

Does the project include improvements on the State Highway System?
If no, move on to the next page; if yes, go to the below question.

Is this a joint-funded project with Caltrans?

- If yes, check this box to confirm a formal Letter of Support from Caltrans - District Traffic is attached to the application. The letter should include estimates of cost sharing.
- If no, check this box to confirm a written correspondence from Caltrans District Traffic is attached to the application. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit

Non-Infrastructure (NI) Elements

Does the project include NI Elements?

If yes, NI Activity Worksheet and NI Cost Estimate are required attachments. For more information on the requirements and guidance for NI elements of HSIP applications, see the [HSIP NI webpage](#).

What are the primary type(s) of non-infrastructure included? (Check all that apply. Skip if project does not include NI Elements.)

- Bicycle and pedestrian safety education (K-12 students)
- Bicycle and pedestrian safety education (adults)
- Other safety education (please describe below)
- Enforcement (school zones)
- Other Enforcement (please describe below)
- Emergency Medical System

Additional Information

1. Is the project focused primarily on "spot location(s)" or "systemic" improvements?

The primary type of the "systemic" improvements:

2. Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? (For more information on the SHSP and its Challenge Areas, see: <http://www.dot.ca.gov/SHSP/>)

3. How were the safety needs and potential countermeasures for this project **first** identified?

4. What is the primarily mode of travel intended to be benefited by this project?

5. Approximate percentage of project cost going to improvements related to **motorized** travel %

6. Approximate percentage of project cost going to improvements related to **non-motorized** travel %

7. Is the project focused primarily on "Intersection" or "Roadway" improvement?

Miles of Roadway

8. Posted Speed Limit (mph)

9. Average Daily Traffic <i>(See Instructions)</i>	ADT (Major Road)	ADT (Minor Road)	Year Collected
	<input type="text" value="988"/>	<input type="text"/>	<input type="text" value="2013"/>

II. Narrative Questions (See Instructions)

These narrative questions are intended to provide additional project details for the application reviewers and project files. Application reviewers will use the information in their "fatal flaw" assessment of the applications, including:

- 1) The project scope is eligible for HSIP and/or HR3 funding;
- 2) The countermeasures used in the B/C ratio calculation are appropriately applied based on the scope of the project;
- 3) The crash data used in the B/C ratio calculation is appropriately applied based on the scope of the project and countermeasures used;
- 4) The costs included in the application represent the likely total project cost necessary to fully construct the proposed scope. If the proposed project is a piece of a larger construction project, the entire scope of the larger project must be identified and included in the B/C ratio calculation;
- 5) The application data and attachments are reasonable and meet generally accepted traffic engineering and transportation safety principles.

If significant inconsistencies or errors are found in the application information, the Caltrans reviewers may conclude that the application includes one or more "fatal flaws" and the application will be dropped from further funding considerations. The applicant will not be notified of Caltrans findings until after the selection process is complete.

1. Overall Identification of Need

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven, safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest crash concentrations? (limited to 5,000 characters)

Inyo County completed a review of the SWITRS database and the Transportation Injury Mapping System. A review of accidents occurring on County roads shows a large number of serious injury or fatality accidents on several County roads that now serve as interregional ties or extensions of the State Highway system. This is especially the case on those roads that do not have edge of roadway markings or fog lines and this has been identified as a first counter measure. The accident numbers were especially high on Trona - Wildrose Rd, Panamint Valley Rd, and on Old Spanish Trail Highway. Trona - Wildrose Road and Panamint Valley Road serve as a de facto continuation of SR 178 between Trona and SR 190 eastward from Death Valley Junction. Old Spanish Trail Highway provides a regional link between SR 127 and NV 160. State Line Road serves as an extension of SR 190 between Death Valley Junction and NV 160. A goal of the County is to make State Line Road consistent with the pavement markings on the portion of the road that is in Nevada and edge rumble strips with fog lines will do that. For each of these roadways, the collisions are spread out through the length of the roadway. The roads are primarily in remote areas with no nighttime lighting and on roads with speeds at least 55 mph.

2. Potential for Proposed Improvements to Correct the Problem

Describe the primary causes of the collisions that have occurred within the project limits. Are there patterns in the crash types? Clearly demonstrate the connection between the problem and the proposed countermeasures utilized in the Benefit/Cost Ratio calculations. Depending on the nature of the project, explain why the agency choose to pursue "Spot location(s)" or "Systemic" improvements. If the proposed project include Non-Infrastructure (NI) elements, also describe how the NI elements will complement in improving the safety within the project limits. (limited to 5,000 characters)

Note: Safety improvements that do not have countermeasures and crash reduction factors identified in the TIMS B/C Calculator can be included in the project scope; they just won't be added to the project's B/C ratio shown in the application.

The collisions on the project roadways are primarily single vehicle collision's where a vehicle leaves the travel way. The majority of the traffic on these roads is during daylight hours. Despite this, approximately 20% of the accidents on the roads are during nighttime hours. Fog lines will better delineate the roadway both during daylight and nighttime hours. The shoulder is narrow relative to the travel speeds for these roads. Of the four roads part of the project, State Line Road has the highest traffic counts. A goal is to make the Inyo County portion have the same pavement markings as Bell Vista Road in Nevada. These roads have a relatively humble origins providing life line service to small communities and are now serving as busier roads that serve an interregional tie. Old Spanish Trail Highway and State Line Road are important ties for travelers between Southern Nevada population centers and Eastern California communities and recreational destinations. Panamint Valley & Trona Wildrose Roads provide a shortcut from Southern CA to Death Valley National Park. Higher traffic and higher speeds justify the installation of fog lines and rumble strips (on State Line Road).

3. Crash Data Evaluation

Explain how the influence areas for each separate countermeasure were established. Describe how the limits of the crash data were established for each countermeasure to ensure only appropriate crashes were included in the Collision Summary Report(s), Collision Diagram(s) and B/C calculations. (limited to 5,000 characters)

In general crashes are spread out over the length of these remote desert roads. The roads are being used as interregional connectors and extensions of the State Highway system. A majority of the accidents are single vehicle rollovers. Therefore, the overall goal is to apply the countermeasure, light reflective edge lines, to the entire roadway. The collision concentrations are especially seen on Trona-Wildrose Rd, Panamint Valley Rd, and Old Spanish Trail Highway. Though the collision numbers are lower on State Line Rd, this road has similar conditions (speeds, traffic volume, poor lighting, wide open desert, no edge paint). Edge rumble strips would be an appropriate treatment on all four roads. However, older pavements on Panamint Valley, Trona Wildrose, and Old Spanish Trail and the potential for road cracking and degradation make the application of this treatment infeasible on these three roads. The pavement on State Line Rd is in a suitable condition to accept edge of pavement rumble strips. State Line Rd provides the primary route from the Las Vegas airport to Death Valley National Park. It is a continuation of Bell Vista Road in Nevada that has fog lines and edge rumble strips along its entire length. This will make this interregional road interface have a consistent treatment across the CA/NV borderline. A full collision summary and diagrams are included in tabular form as part of this application. There is some inconsistency in the naming of Panamint Valley and Trona Wildrose Roads and it was determined that several collisions stated to be on Trona Wildrose were actually on Panamint Valley Rd.

4. Prior attempts to address the Safety Issue

If appropriate, list all other projects/countermeasures that have been (or are being) deployed at this location. Applicants must identify all prior federal HSIP, HR3 or Safe Routes To School (SRTS) funds approved within or directly adjacent to the propose projects limits within the last 10 years. (limited to 5,000 characters)

Note: HSIP funding cannot be used to construct the same general type of countermeasures within the same limits within 10 years to ensure agencies do not apply the same Crash Reduction Factors to the same crashes.

None of these fund sources have been used on the subject roads during the last ten areas. Guardrails were added to Trona-Wildrose Road at Slate Range Crossing approximately 15 years ago.

There is some inconsistency in the naming of Panamint Valley and Trona Wildrose Roads and it was determined that several collisions stated to be on Trona Wildrose were actually on Panamint Valley Rd. Most of the collisions on Trona Wildrose Road shown in the TIMS database were not mapped for perhaps this same reason. Staff mapped the collisions as accurately as possible given the data available.

5. Total project costs

Describe the process used to establish the total cost for the project. Confirm contingencies for reasonably expected costs, including drainage, environmental, traffic, etc, are included. For a large project where the HSIP funding is only a small portion of the overall project scope and costs, the total project cost must still be included in the application and its B/C ratio calculation. (limited to 5,000 characters)

Right of way costs are expected to be zero based that the project will be completed on top of existing paved surfaces. The County plans to proceed with an exemption/exclusion for the environmental phase. Some funds are included for this phase to make sure the project can be implemented. Design costs are based on the preparation of contract materials to complete the project and on similar projects. Construction and engineering costs were developed based on 1) previous roadway project costs, 2) and evaluation of current costs in Inyo County by the Road Department Superintendent, and 3) cost estimates provided on the Caltrans website.

III. Project Cost Estimate *(See Instructions)*

All project costs must be accounted for on this form, even if substantial elements of the overall project are to be funded by other sources.

Do not enter in shaded fields (calculated - read only). Round all costs up to the nearest hundred dollars. Once all costs and the desired HSIP/ Total ratios are entered, click "Check Cost Estimate" to perform validation. If errors are detected, they will appear below the button. **Click it to check again each time when the costs have been revised.**

Phase	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering	Environmental	90 (%)	\$13,500	\$1,500
	PS&E	90 (%)	\$45,000	\$5,000
	PE Subtotal		\$58,500	\$6,500
<input type="checkbox"/> Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).				
Right of Way	Right of Way Engineering		\$0	\$0
	Appraisals, Acquisitions & Utilities		\$0	\$0
	ROW Subtotal		\$0	\$0
Construction Engineering & Construction	Construction Engineering	90 (%)	\$54,900	\$6,200
	Construction	90 (%)	\$483,300	\$53,700
	CON Subtotal		\$538,200	\$59,900
Non - Infrastructure (NI)	NI Elements		\$0	\$0
Total Cost			\$596,700	\$66,400

Click to Check Cost Estimate (See Notes in Instructions)

No errors have been found in the cost estimate.

IV. Implementation Schedule [\(See Instructions\)](#)

The local agency is expected to deliver the project per Caltrans Local Assistance [safety program delivery requirements](#). In order for the milestones to be calculated correctly, all fields needs to be filled in. For steps that are not applicable, enter "0".

Target Date for the Project's Amendment into the FTIP:

01/01/2014

Time for agency to internally staff project and request PE authorization

 Month(s)

Typical Time for Caltrans and FHWA to process and approve PE authorization

2

 Month(s)

Proposed PE Authorization Date:

(PE Authorization Delivery Milestone)

Will external consultants be required to complete the PE phase of this project?

No

Additional time needed to the Delivery Process for hiring PE consultant(s)

0

 Month(s) (0 - 6)

Time to prepare environmental studies request

0

 Month(s)

Time to complete CEQA/NEPA studies/approvals

1

 Month(s)

See PES Form in the LAPM for Typical studies and permits

Time to complete the Right of Way Acquisition (federal process)

0

 Month(s)

Plan on 18 months minimum for federal process including a condemnation

Time to complete final PS&E documentation

2

 Month(s)

Other

1

 Month(s)

Expected Completion Date for the PE Phase:

Time for agency to request CON authorization

2

 Month(s)

Typical Time for Caltrans and FHWA to process and approve CON Auth

3

 Month(s)

Proposed CON Authorization Date:

(CON Authorization Delivery Milestone)

Time included for the agency's workload-leveling or construction-window needs

10

 Month(s)

Time to award contract with CON contractor (following the federal process, including Board/Council approval, advertise, award, execute and mobilize)

0

 Month(s)

Time to complete construction

4

 Month(s)

Time included for closing the CON contract

2

 Month(s)

Other

1

 Month(s)

Expected Completion Date for the CON Phase:

Time to complete the project close-out process

2

 Month(s)

Typical Time for Caltrans and FHWA to process and approve project close-out

3

 Month(s)

Expected Completion Date for the project Close-Out:

(Close-Out Delivery Milestone)

V. Countermeasures, Crash Data and Benefit/Cost Ratio *(See Instructions)*

In the process of completing this application, the Local Agency is required to utilize the Benefit/Cost Ratio Calculation Tool that is included in the Safe Transportation research and Education Center (SafeTREC) Transportation Injury Mapping System (TIMS) web site. This **web site** can be assessed at <http://tims.berkeley.edu/>

The final output summary page from TIMS must be included as part of the official application (both electronically and hard copy). The hard copy page must be included in the application as one of the attachments.

In order to facilitate the electronic collection and tracking of this data, Caltrans is requiring agencies to manually enter some of the key "input data" and "output data" used in their final TIMS B/C Ratio. ***NOTE: If any of the values inputted on this sheet do not match the values from the TIMS B/C Ratio Output Summary sheet, THE APPLICATION WILL BE REJECTED. Be Careful and confirm the numbers!***

TIMS Application ID: (This ID is generated by this form. TIMS Application ID must match this ID.)

Version (from TIMS) : Crash Data Period: from to

Total Project Cost: (This must match the total project cost in Section III.) Error: this total project cost does not match that in Session III.

Countermeasure Information

Number of countermeasures utilized:

Countermeasure

- #1:
- #2:
- #3:

B/C Ratio Calculation

	Expected Benefit (Life)	Expected Cost	Resulting B/C
Countermeasure #1	<input type="text" value="\$10"/>	<input type="text" value="\$498,364"/>	<input type="text" value="0.00"/>
Countermeasure #2	<input type="text" value="\$10"/>	<input type="text" value="\$164,736"/>	<input type="text" value="0.00"/>
Countermeasure #3	<input type="text"/>	<input type="text"/>	<input type="text" value="0.00"/>
Project's Total (Overall)	<input type="text" value="\$20"/>	<input type="text" value="\$663,100"/>	<input type="text" value="0.00"/>

VI. Application Attachments [\(See Instructions\)](#)

Check all attachments included in this application.

- Vicinity map /Location map (Required)
- Project map showing existing and proposed conditions (Required)
- Pictures of Existing Condition (Required)
- Collision diagram(s) (Required)
- Collision summary report / list (Required)
- TIMS B/C output summary sheet (Required)
- Detailed Engineer's Estimate (Required)
- Warrant studies (Required when applicable)
- Letter of Support from Caltrans (Required when applicable)
- Non-Infrastructure (NI) Activity Worksheet and NI Cost Estimate (Required when applicable)
- Additional narration, documentation, letters of support, etc. (optional)

VII. Application Data Verification and Signature *(See Instructions)*

Part A. Engineer's Signature and Stamp

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Since this HSIP application defines the scope of work of a future construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a registered civil or traffic engineer.

By signing and stamping this HSIP application, the engineer is attesting to this application's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made and upon which statewide funding will be determined, including:

1. All likely project costs associated with the project scope of work are included in the Total Project Cost;
2. Each countermeasure included represents a minimum of 15% of the construction costs and is applied consistently with Appendix B of the Local Roadway Safety Manual;
3. All crash data is: 1) accurately shown in collision diagram(s) and collision summary report(s) attached to this application; and 2) applied to countermeasures using generally accepted traffic engineering principles; and
4. When applicable, all traffic warrant studies have been prepared per the CA-MUTCD.

Registered Engineer:
Engineer's Stamp*:

 Name (Last, First):

 Title:

 Engineer License Number

Signature*: _____

 Date:

Part B. Transportation Manager's Signature

To ensure the application's quality and the agency's commitment to deliver the safety project in an expedited manner, the application must be signed by the Agency's Transportation/Traffic Engineering Manager.

By signing this application, the manager is attesting to:

1. All data in the application is accurate and represents the total scope of the planned project;
2. The agency understands the Project Delivery Requirements for the HSIP Program and is prepared to deliver the project with these requirements; and
3. The agency understands if Caltrans staff determine that any of the above requirements are not met, or data is inaccurate, or the application fails to meet the program guidelines and application instructions, the application will be rejected and will not be eligible to receive federal safety funding. Due to time constraints in the evaluation process, applicants will not be notified until after the selection process is complete. Refer to Application Form Instructions for more information.

Transportation Manager:

 Name (Last, First):

 Title:

Signature*: _____

 Date:

* Note: The signatures and the engineer's stamp are only expected on the two hard copies of the application. The electronic copy of this PDF form must be saved in the original format (NOT a scanned copy) so the application data can be extracted.

Detailed Engineer's Estimate and Cost Breakdown by Countermeasure

For Construction Items Only

Important: Read the Instructions in the other spreadsheet(tab) before entering data.
Do not enter in shaded fields (with formulas).

Agency:	Inyo County	Application ID:	09-Inyo County-01	Prepared by:	Chantel Brown	Date:	06.30.2015						
Project Description:	Install edge lines on both sides of roads on major collectors and install edge rumble strips on State Line Road												
Project Location:	On Old Spanish Trail Highway between SR 178 and the Nevada State Line, State Line Road Between SR 127 and the Nevada State Line, Panamint Valley Road from SR 190 to intersection with Trona Wildrose Road, Trona Wildrose Road between the intersection with Panamint Valley Road and the San Bernardino County Line												
Engineer's Estimate (for Construction Items Only)													
Item No.	Item Description	Quantity	Units	Unit Cost	Total	Safety-Related Costs			Non Safety-Related Costs				
						Countermeasure #1	Countermeasure #2	Countermeasure #3	Other Safety-Related	Countermeasure #3	Other Safety-Related	Non Safety-Related Costs	
						%	\$	%	\$	%	\$	%	\$
1	Install edge lines on both sides of Highway (Paint traffic stripes on both sides of road (two coats))	155.6	LM	\$1,500.00	\$233,400	100	\$233,400						
2	Construction area signs	1	LS	\$10,000.00	\$10,000	100	\$10,000						
3	Traffic Control	1	LS	\$30,000.00	\$30,000	100	\$30,000						
4	Mobilization / Demobilization	1	LS	\$35,000.00	\$35,000	100	\$35,000						
5	SWPPP Preparation & Implementatoin	1	LS	\$15,000.00	\$15,000	100	\$15,000						
6	Install edge rumble strips	10.4	LM	\$15,840.00	\$164,736			100	\$164,736				
7													100
8													100
9													100
10													100
11													100
12													100
13													100
14													100
15													100
16													100
17													100

Engineer's Estimate (for Construction Items Only)		Cost Breakdown							Non Safety-Related Costs		
		Safety-Related Costs				Other Safety-Related					
		Countermeasure #1	Countermeasure #2	Countermeasure #3	Other Safety-Related	CM #1	CM #2	CM #3		Other Safety	
18									100		
19									100		
20									100		
21									100		
22									100		
23									100		
24									100		
25									100		
26									100		
27									100		
28									100		
29									100		
30									100		
		Sub Total of Construction Items:		\$488,136				\$323,400	\$164,736		
		% of "Construction Items only" Cost per Countermeasure (Yellow fields - To be entered in TIMS B/C Calculator)						66%	34%		
		Construction Item Contingencies (% of Con Items):									
		Enter in the cell to the right		10%							
		Total (Construction Items & Contingencies):		537,000							
		Maximum "HSIP/Total" percentage allowed for Construction		90%							
		Maximum "HSIP/Total" percentage allowed for Construction (Use only when all countermeasures are 100% federally eligible)		100%							

(Rounded up to the nearest hundreds)

TIMS Site Records - January 1, 2005 to December 31, 2014

CASE ID	Year	Primary Road	Secondary	Distance	Direction	Date (YMD)	Time (h:m)	Crash Severity	Crash Type	VIOL CAT	INTER SECT
1941366	2005	Trona Wildrose Rd	Nadeau Rd	10560	S	3/19/2005	18:45	1	Hit Object	17	N
2080766	2005	Trona Wildrose Rd	Nadeau Rd	4752	N	6/17/2005	6:30	2	Overturned	8	N
2176361	2005	Trona Wildrose Rd	Rt 127	460	E	8/9/2005	14:45	1	Overturned	8	N
2336316	2005	Trona Wildrose Rd	Nadeau Rd	13728	S	11/11/2005	12:15	3	Hit Object	18	N
2396948	2005	Trona Wildrose Rd	Rt 190	21648	S	12/15/2005	11:20	1	Hit Object	8	N
2406558	2005	Trona Rd	San Bernardino County Line	528	N	12/16/2005	23:20	2	Overturned	1	N
2548735	2006	Trona Wildrose Rd	Rt 190	5280	S	3/19/2006	19:45	4	Overturned	8	N
2803345	2006	Trona Wildrose Rd	Nadeau Rd	6864	S	9/17/2006	11:49	2	Overturned	8	N
3122435	2007	Trona Wildrose Rd	Homewood Canyon Rd	358	W	4/6/2007	13:24	2	Overturned	3	N
3166416	2007	Trona Wildrose Rd	Rt 190	95040	S	4/29/2007	19:25	3	Overturned	3	N
3171616	2007	Trona Wildrose Rd	Nadeau Rd	12672	S	5/5/2007	21:30	4	Hit Object	17	N
3354217	2007	Trona Wildrose Rd	Nadeau Rd	13200	S	9/5/2007	7:50	4	Side-swipe	5	N
3655214	2008	Trona Wildrose Rd	Nadeau Rd	19008	S	4/5/2008	10:25	2	Hit Object	17	N
4137156	2009	Trona Wildrose Rd	Quarry Rd	1584	N	2/27/2009	6:50	4	Overturned	8	N
4361485	2009	Trona Wildrose Rd	Homewood Canyon Rd	241	N	8/4/2009	4:00	3	Overturned	8	N
4731972	2010	Trona Wildrose Rd	Nadeau Rd	17952	S	6/11/2010	1:00	1	Overturned	8	N
4774990	2010	Trona Wildrose Rd	Quarry Rd	18480	N	6/2/2010	15:35	3	Side-swipe	3	N
4831685	2010	Trona Wildrose Rd	Trona Wildrose Rd	10560	W	8/4/2010	4:45	4	Overturned	8	N
5292387	2011	Trona Wildrose Rd	Nadeau Rd	13200	S	8/7/2011	9:30	3	Overturned	8	N
5295480	2011	Trona Wildrose Rd	Airport Rd	50	N	8/17/2011	5:24	4	Overturned	8	N
5360535	2011	Trona Wildrose Rd	Quarry Rd	10560	N	10/1/2011	11:20	3	Hit Object	3	N
5370614	2011	Trona Wildrose Rd	Ballarat Rd	32736	S	10/31/2011	16:27	3	Overturned	8	N
5542346	2012	Trona Wildrose Rd	Airport Rd	2112	S	6/24/2012	4:20	1	Overturned	1	N
5861271	2012	Trona Wildrose Rd	Indian Ranch Rd	27456	S	11/27/2012	11:00	2	Overturned	8	N

5978260	2013	Trona Wildrose Rd	Airport Rd	2112	W	1/11/2013	21:12	3	Overturned	8	N
6089330	2013	Trona Wildrose Rd	Homewood Canyon Rd	10560	S	6/1/2013	17:18	3	Overturned	8	N
6328888	2013	Trona Wildrose Rd	Ballarat Rd	0		12/21/2013	20:04	2	Overturned	3	Y
6409055	2014	Trona Wildrose Rd	Ballarat Rd	15840	N	3/14/2014	16:38	2	Overturned	8	N
6435248	2014	Trona Wildrose Rd	Ballarat Rd	27720	N	4/2/2014	13:41	3	Rear End	3	N
6486239	2014	Trona Wildrose Rd	Panamint Valley Rd	10032	S	5/14/2014	10:15	3	Overturned	8	N
6549678	2014	Trona Wildrose Rd	Ballarat Rd	6336	S	7/5/2014	17:45	3	Overturned	8	N
6694714	2014	Trona Wildrose Rd	Indian Ranch Rd	8976	S	11/1/2014	15:00	4	Overturned	3	N
6724963	2014	Trona Wildrose Rd	Indian Ranch Rd	0		11/28/2014	10:15	2	Overturned	8	Y
6744502	2014	Trona Wildrose Rd	Indian Ranch Rd	2640	S	12/10/2014	11:20	4	Overturned	8	N
6772183	2014	Trona Wildrose Rd	Panamint Valley Rd	18480	S	12/28/2014	12:30	4	Hit Object	8	N
2035450	2005	Trona Wildrose Rd	Valley Wells Rd	7392	N	5/15/2005	7:45	3	Non Colission	8	N
3171670	2007	Trona Wildrose Rd	Nadeau Rd	18480	S	5/4/2007	11:45	2	Non Colission	8	N
4775606	2010	State Line Rd	Rt 127	20064	E	5/18/2010	19:00	4	Overturned	-	N
4907001	2010	State Line Rd	Rt 127	4752	E	10/4/2010	15:35	4	Rear End	8	N
6025045	2013	State Line Rd	Rt 127	13728	E	3/16/2013	11:08	4	Overturned	8	N
3490027	2007	Old Spanish Trail Hwy	Carpenter Rd	25344	W	11/23/2007	9:35	4	Overturned	3	N
2565862	2006	Old Spanish Trail Hwy	Rt 127	126	E	3/30/2006	18:35	4	Broad-side	8	N
3694052	2008	Old Spanish Trail Hwy	Downey Rd	36960	E	4/4/2008	13:10	3	Overturned	8	N
4045601	2009	Old Spanish Trail Hwy	Furnace Creek Rd	47520	E	1/1/2009	10:20	3	Overturned	8	N
4168291	2009	Old Spanish Trail Hwy	Nevada State Line	34320	W	3/10/2009	17:20	2	Overturned	1	N
4184349	2009	Old Spanish Trail Hwy	Furnace Creek Rd	34320	E	3/29/2009	9:45	3	Overturned	8	N
4482019	2009	The Old Spanish Trail	Carpenter Rd	57	E	11/11/2009	16:00	3	Other	18	N
5375516	2011	The Old Spanish Trail Hwy	Tecopa Hot Springs Rd	42240	E	10/22/2011	11:30	3	Overturned	8	N
5379016	2011	Old Spanish Trail Hwy	Nevada State Line	528	W	10/15/2011	3:22	4	Hit Object	1	N
5415996	2011	The Old Spanish Trail	Nevada State Line	84480	W	11/26/2011	12:00	3	Hit Object	8	N

6418099	2014	Old Spanish Trail Hwy	Rose St	42240	W	3/11/2014	16:00	3	Overturned	8	N
2535093	2006	Old Spanish Trail Hwy	Furnace Creek Rd	10560	E	3/16/2006	10:15	3	Fixed Object	8	N
5068512	2011	Old Spanish Trail Hwy	FURNACE CK RD	11088	E	1/31/2011	15:00	3	Non Collision	8	N
5394201	2011	Old Spanish Trail Hwy	FURNACE CK RD	11088	E	11/13/2011	14:00	3	Non Collision	8	N
236493	2005	Old Spanish Trail Hwy	FURNACE CK RD	19536	E	12/5/2005	16:30	3	Non Collision	8	N
6351062	2013	Old Spanish Trail Hwy	FURNACE CK RD	21120	E	12/2/2013	13:15	2	Not Stated	8	N
3022806	2007	Old Spanish Trail Hwy	FURNACE CK RD	32736	E	1/28/2007	15:45	4	Non Collision	8	N
185051	2005	Old Spanish Trail Hwy	Furnace Creek Rd	44352	E	1/23/2005	10:15	3	Fixed Object	8	N
3060736	2007	Old Spanish Trail Hwy	Furnace Creek Rd	44880	E	2/17/2007	9:00	4	Non Collision	8	N
5069241	2011	Old Spanish Trail Hwy	Furnace Creek Rd	42240	E	2/5/2011	12:35	2	Non Collision	8	N
5131396	2011	Old Spanish Trail Hwy	Furnace Creek Rd	42240	E	3/20/2011	10:00	4	Non Collision	8	N
2797174	2006	Old Spanish Trail Hwy	Furnace Creek Rd	49104	E	9/14/2006	18:30	4	Fixed Object	8	N
2893131	2006	Old Spanish Trail Hwy	Furnace Creek Rd	34320	E	11/5/2006	10:00	2	Non Collision	8	N
4069252	2008	Old Spanish Trail Hwy	Furnace Creek Rd	31680	E	12/22/2008	17:00	3	Non Collision	8	N
3837509	2008	Old Spanish Trail Hwy	Aster Way	480	E	8/28/2008	1:00	1	Non Collision	8	N
2058082	2005	Old Spanish Trail Hwy	Furnace Creek Rd	1056	E	5/21/2005	10:50	4	Non Collision	3	N
4069248	2013	Old Spanish Trail Hwy	Tecopa Hot Springs Rd	4752	W	12/17/2008	16:40	2	Non Collision	8	N
2497105	2006	Panamint Valley Road	Minietta Rd	6336	N	2/26/2006	0:01	2	Non Collision	8	N
4965910	2010	Panamint Valley Road	Rt 190	26400	S	11/14/2005	22:30	3	Non Collision	8	N
4990740	2011	Panamint Valley Road	Minietta Rd	6600	N	3/18/2011	16:25	1	Non Collision	8	N
5299665	2011	Panamint Valley Road	Minietta Rd	5808	N	8/26/2011	18:25	4	Non Collision	1	N
5946227	2013	Panamint Valley Road	Rt 190	32736	S	1/18/2013	12:50	4	Non Collision	8	No

Violation Category	Crash Severity
1 = Driving or Bicycling Under the Influence of Alcohol or Drugs	1 = Fatal
3 = Unsafe Speed	2 = Severe Injury
5 = Wrong Side of Road	3 = Other Visible Injury
8 = Improper Turn	4 = Complaint of Pain
17 = Other Hazardous Violation	5 = Property Damage Only or PDO - not included herein
18 = Other than Driver (or Pedestrian)	

Shaded area shows those areas not included in Benefit Cost calculation due to accident being outside of project area on Trona-Wildrose Rd.

**HSIP CYCLE 7
CRASH DATA SUMMARY SHEET**

Important: Read the Instructions in the other sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Agency:	Inyo County		Application ID:		09-InyoCounty-1		Prepared by:		Courtney Smith		Date:		24-Jul-15	
	LOCATION * (Intersection Name or Corridor Limit)		Countermeasure #1		Countermeasure #2		Countermeasure #3		CM Number R35		CM Number			
			Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total	PDO	Total
1			1	5	13	8								
2		Old Spanish Trail Highway												
3		SWITRS # 256586, 5068512, 5394201, 236493, 6351062, & 3022806												
4		SWITRS # 3490027, 3694052, 4045601, 4184349, 5379016, & 4482019												
5		SWITRS # 5379016, 5375516, 5415996, 6418099, 4069248, & 2535093												
6		SWITRS # 2058082, 3837509, 4069252, 2893131, 2797174, & 5131396												
7		SWITRS # 5069421, 3060736, & 185051												
8		Trona - Wildrose Road	4	10	13	8								
9		SWITRS # 1941366, 2080766, 2336316, 2396948, & 2406558												
10		SWITRS # 2548735, 2803345, 3122435, 3166416, 3171616, & 3354217												
11		SWITRS # 3655214, 4137156, 4361485, 4731972, & 4774990												
12		SWITRS # 5292387, 5295480, 5360535, 5370614, 5542346, & 5861271												
13		SWITRS # 5978260, 6089330, 6328888, 6409055, 6435248, & 6486239												
14		SWITRS # 6549678, 6694714, 6724963, 6744502, 6772183, & 2035450												
15		3171670												
16														
17		Panamint Valley Road	1	1	1	2								
18		2497105, 4965910, 4990740, 5299665, & 5946227												
19														
20		State Line Road				3								
21		4775606, 4907001, & 6025045												
22														
23														
24														
25														
Countermeasure Total**			6	16	27	21	70	3	3	3	3	3	3	

* Crash Total for each Location must match the total shown on the Crash Diagrams and Crash Tables
 ** Crash Totals for each Countermeasure must match the Total Inputted shown into the TIMS B/C Calculator and B/C Summary Sheet

COLLISION DETAILS: CASE ID 5069241



County	INYO	City	UNINCORPORATED
Date (Y-M-D)	2011-02-05	Time	12:35
Nearby Intersection	OLD SPANISH TRAIL HWY & FURNACE CREEK RD		
Coordinate Location	35.8904603828, -116.077306198		
State Highway	N	Route	- Postmile -
Injured Victims	1	Fatalities	0
Alcohol	NO	Weather	Clear
Primary Collision Factor	Improper Turning	Involved with	Non-Collision

STREET VIEW



Benefit / Cost Calculation Result

1. Project Information

Application ID	09-Inyo County-1	Agency	Inyo County	Version	1
MPO/RTPA	Inyo County Transportation Commission				

2. Countermeasures and Crash Data

Crash Data Time Period	01/01/2005	to	12/31/2014	Years	10
-------------------------------	------------	----	------------	--------------	----

- Install edge-lines and centerlines

CM Number	Project Type	Crash Type	CRF	Life
R32	Operation / Warning	All	25	10

Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total
All	6	16	27	21	0	70

Annual Benefit	\$ 1,056,988	Cost	\$ 391,229
Life Benefit	\$ 10,569,875	B/C Ratio	27.02

- Install edgeline rumble strips / stripes

CM Number	Project Type	Crash Type	CRF	Life
R35	Operation / Warning	All	15	10

Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total
All	0	0	0	3	0	3

Annual Benefit	\$ 2,759	Cost	\$ 271,871
Life Benefit	\$ 27,585	B/C Ratio	0.10

3. Benefit Cost Result

Total Benefit	\$ 10,597,460
Total Cost	\$ 663,100
B/C Ratio	15.98

Signature:

By signing this B/C Calculation Result, you are attesting to your authority / responsibility as the Engineer in Responsible Charge of the preparation of the HSIP application and you are attesting to the accuracy of the values on this page and that they have been entered into the HSIP Application Form correctly, **DO NOT SIGN** if any of this is not the case.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17
--

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

FROM: Public Works

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Big Pine Town Hall Building Roof Repair Project

DEPARTMENTAL RECOMMENDATION:

Request Board A) approve the plans and specifications for the Big Pine Town Hall Building Roof Repair Project; B) authorize the Public Works Director to advertise and bid the Project; C) authorize the Public Works Director to award the project if bids received are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently approved the 2015-16 Deferred Maintenance Budget, which included funding for building maintenance of the Big Pine Town Hall Building. A total of \$31,000 was identified in the Department requested and CAO recommended 2015-16 Budget for maintenance of this building. This work was originally identified in the 2014-15 Board adopted Deferred Maintenance Project list and has been rolled over into the 2015-16 Board adopted Deferred Maintenance Project list. The roof on the Big Pine Town Hall Building has had significant leakage and is beyond repair.

If approved, this project will include the installation of a new polyurethane foam roofing system. This type of roofing system will eliminate leakage while providing a substantial serviceability lifetime.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as the roof is currently leaking and needs replacement

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

The funds for this project will be provided through the County's Deferred Maintenance Budget, Object Code 5191 Maintenance of Structures.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>7/10/15</u>
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>7/14/2015</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.) <u>S D Sheon/wdc</u> Approved: <u>✓</u> Date <u>7/16/15</u>

DEPARTMENT HEAD SIGNATURE:  Date: 7/16/15
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent Departmental Correspondence Action Public Hearing
- Schedule time for _____ Closed Session Informational

For Clerk's Use Only:
AGENDA NUMBER 18

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Eastern Sierra ATV Adventure Trails Update and Possible Action

DEPARTMENTAL RECOMMENDATIONS:

Request Board receive and update regarding the status of Eastern Sierra ATV Adventure Trails System Project implementation and consider directing correspondence or other communications regarding the implementation of Adventure Trails at County campgrounds leased from the City of Los Angeles Department of Water and Power (LADWP), including approving and authorizing the Chair to sign a letter.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On January 22, 2015, your Board approved the designation of seven combined-use routes. The combined-use routes enable All Terrain Vehicles (ATVs) and Side by Sides to drive on County maintained roads under certain circumstances specified in California Law and as conditioned by the Board approval.

On July 14, 2015, the Board of Supervisors, in partnership with the project proponents held a ribbon cutting ceremony opening Independence Route No. 1. Road Department staff is currently working to open combined-use routes Lone Pine No. 1 and Bishop No. 15 and these routes should be opened for public use in the next week or two.

Four of the seven combined-use routes have a start point on LADWP land leased to the County. County staff has met with LADWP staff on several occasions since the January 22nd approval date to discuss this issue. LADWP has offered a Letter of Permission to the County (attached). County staff has drafted a response to the City letter (see attached) and is requesting the Board chair be authorized to sign.

The four approved combined-use routes in question are listed in the table below have start points on lands leased to the County by LA. Per the Inyo County Assembly Bill 628 Implementing Procedures, LADWP must grant permission to the County for the start and/or end points.

Route Name	Start Point	End Point
Bishop #5	Brown's Town	Poleta Canyon OHV Recreation Area
Bishop #6	Pleasant Valley Campground	BLM maintained road off of Horton Creek Rd
Bishop #7	Pleasant Valley Campground	BLM maintained road off of Tungsten City Rd
Bishop # 9	Brown's Town	BLM maintained road off of Bir Rod

ALTERNATIVES:

1. Give specific direction to staff to make changes to the letter.
2. Do not send the attached letter, this is not recommended as staff believes there should be a response to the LADWP Letter of Permission in the record.

OTHER AGENCY INVOLVEMENT:

1. California Department of State Parks Off Highway Motor Vehicles Recreation Division (Grant Management)
2. California Highway Patrol (Safety Determination)
3. California Department of Transportation (Approval of Signage and crossing of the State Highway System)
4. City of Los Angeles, Department of Water and Power (approval of combined-use start and/or end points on LADWP land)
5. Bishop District Bureau of Land Management (Confirmation of OHV trail segments being linked to)
6. U.S. Forest Service, Inyo National Forest (Confirmation of OHT trail segments being linked to)
7. California State Legislature (Evaluation of AB 628)

FINANCING:

State Parks Grant

The County has completed Phase I of the California Department of State Parks Off Highway Motor Vehicle Recreation Division (OHMVR).

Phase II of the OHMVR grant will cover 74% of the expenditure for three Road Department vehicles (the Road Department will provide a 26% match). Road Department staff is working to implement this Phase of the grant in October.

Signage Grant

The deadline for the signage grant has expired. The County submitted a final invoice.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: _____ Date _____

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: _____ Date _____

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

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



Date: 2/16/15

Attachments:

- 1. A draft letter to LADWP in response to the Letter of Permission
- 2. Letter of Permission from LADWP
- 3. Revised County letter requesting global approval dated February 7, 2014
- 4. County letter requesting global approval from LADWP dated January 30, 2014
- 5. LADWP letter regarding start and end points to County dated May 7, 2014

Re: Letter of Permission to Start Four of the Board Approved Adventure Trails Projects at Brown's Town Campground and Pleasant Valley Campground

Dear Mr. Yanotta:

We are in receipt of your June 29, 2015, Letter of Permission (LOP) with regard to our request you give permission to designate Brown's Town and Pleasant Valley Campgrounds (Campgrounds) as start points for designated Adventure Trail combined use routes. This would enable campers to enter and exit the Campgrounds using ATVs or Side by Sides.

County staff has met with City staff several times over the past couple years in an effort to obtain consensus. City staff indicated that they wanted an ordinance to provide protection on all of the City's properties from illegal excursions onto the City's lands. This is a result of existing issues the City has had with OHV trespass and the creation of new routes as a result of these illegal excursions. Regrettably, there are people who are not law abiding from whom the City seeks relief. The Ordinance, prepared at the request of LADWP, was adopted by our Board of Supervisors on April 21, 2015.

In reviewing the Ordinance, LADWP counsel expressed concern with the enforceability of the adopted OHV Ordinance. Consequently, County staff asked our District Attorney to review the Ordinance and modify it to enhance its deterrent value---he did. The Amended Ordinance is expected to be introduced this month to the Board for a first reading.

We cannot recommend the LOP to our Board as presented. Functionally, the City is requiring as a condition of the LOP that the County indemnify the City for unlawful conduct: off road OHV trespass excursions, such as the City has indicated it already experiences. The County cannot agree to indemnify the City for persons that choose to break the law.

1. Agreements to indemnify for future illegal acts are void as a matter of law. Civil Code section 2773. [Such agreements are prohibited because they can stimulate unlawful conduct.]
2. Moreover, even if not void, such indemnification would be a gift of public funds in violation of the Constitution for there is no direct and primary public purpose in supporting the unlawful conduct of people leaving an approved route and taking an excursion on City land nor is this a public project.
3. Also, through the LOP, the City makes the County the insurer of every piece of City land in the potential vicinity of any Adventure Trail, not just the start points at the Campgrounds.

In addition, the proposed LOP leaves the City of Los Angeles as the sole arbiter of whether any damage has occurred and whether the damage arises from the presence of a combined-use route, regardless of the proximity of an approved route to any alleged damage. The damage could have arisen from an OHV user who is not using the County designated combined-use route. The same is true for "dust issues." Accordingly, we recognize that the current allowed travel of OHVs on City land is a significant contributor to the damages the City seeks to avoid with the LOP.

In any event, under the LOP the City has the ability to close the combined-use routes originating at Browns Town and Pleasant Valley campgrounds with only twenty-four (24) hour notice. LADWP will also be able to comment on all of the combined-use routes, not just those mentioned above, at the end of the pilot program period.

Further, as a matter of law the City is not without relief---the courts are required to order restitution for damage arising from illegal off road excursions. Finally, it is expected that there will be less illegal activity with the introduction of the OHV signs described herein and the wayfinding signs associated with the approved routes leading OHV riders away from City land, which is especially so when coupled with the demographics of the expected OHV user.

The aim of the County designated combined-use routes is to allow OHV users to legally link the towns with OHV recreational opportunities on Bureau of Land Management and Inyo National Forest lands. Over the past twenty years, there has been an increase both in the legal and illegal use of OHVs that can be generally tied with the popularity of these vehicle types. This trend will likely continue with or without the designation of County maintained roads for combined-use.

In addition to the OHV Ordinance, the County has moved forward with several mitigation measures that help mitigate impacts on City property. In recognition of the City's concern about an increase in OHV use resulting from the designation of the combined-use routes, the County has adopted the following mitigation measures:

MM-AGR-1: Where combined-use routes intersect with LADWP maintained roads that access LADWP grazing leases, a Carsonite post shall be installed. The post shall include an arrow pointing toward the start point and/or end point of the combined-use route to note the direction of the combined-use route and to direct OHV riders away from LADWP roads that access LADWP grazing leases.

MM-CUL-1: During the pilot program, a monitoring program shall be implemented as follows: Before any County-maintained roads are opened for combined-use, the County shall map all roads or trails that transition to the combined-use routes. Prior to the County submitting a report on the Adventure Trails Program to the State Legislature under AB 628, the County shall repeat the mapping survey to determine if any new trails that transition to combined-use routes have been created since the original mapping.

- If any of the newly created OHV trails are located in areas designated "high archaeological sensitivity," the County shall retain a Cultural Resources specialist to conduct a survey to determine if significant cultural resources located adjacent to any of the "new" trails have been damaged. The Cultural Resources specialist shall render an opinion regarding the cause of the damage, and if the damage resulted from people visiting the resource area via increased OHV use.
- Based on the opinion rendered by the Cultural Resources specialist, if it is determined that significant cultural resources located along the routes have been negatively impacted by OHV use, then prior to the continuation of the project beyond the Pilot Program phase, barriers and/or signs shall be placed along the affected areas; placement of barriers and/or signs will be subject to the permission of the adjoining land owner(s). Barriers may include fencing or some other road obstacles (e.g., brush piles or large boulders) that would be positioned to close those affected areas and prohibit OHV activity from accessing the cultural resource site(s).
- In the event that new trails transitioning to the combined-use routes have been created, the Signage Plan shall be modified to include additional signage to be installed stating "OHV Use Prohibited—All Vehicular Traffic Must Use Designated Routes." Modifications

to the signage plan shall be consulted and designed in accordance to Caltrans specifications.

Section 14(D.) of the Inyo County Implementing Procedures states that:

The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.

As stated, these mitigation measures address concerns the City has over the designation of all of the combined-use routes, not just those that have a start point on property the County leases from the City. These are significant new mitigation measures that reflect the County's involvement in this issue and willingness to assist the City. The target user for the Adventure Trails system is likely to be a different demographic than the OHV users currently using City land. The target user is likely to be tourists who are searching for a rewarding and legal OHV recreational experience.

We do not believe that the LOP offered to us by the City is reasonable. The County believes it has made a reasonable effort to accommodate the City's concerns. This project is approved on a pilot program basis. The City has the ability to discontinue the combined-use routes starting at the two campgrounds at its will. Please reconsider the County's request to designate the campgrounds as start points to combined-use routes. County staff is willing to meet in the event that the City is willing to forward a more balanced proposal.

June 29, 2015

Mr. Kevin Carunchio
Inyo County Administrative Officer
P.O. Drawer N
Independence, CA 93526

Dear Mr. Carunchio:

Subject: Permission to Start the County of Inyo's *Adventure Trails* Pilot Project at Brown's Town Campground and Pleasant Valley Campground

This letter of permission is in response to a letter dated June 4, 2015, from the County of Inyo (County) requesting to include City of Los Angeles (City) property as part of the County's *Adventure Trails* pilot project (Pilot Project) established pursuant to California Vehicle Code Section 38026.1.

On January 22, 2015, the Inyo County Board of Supervisors approved the Pilot Project, which authorizes off-highway motor vehicle (OHV) users to legally operate OHV's on seven combined-use routes (Routes) linking lodging, services, and trailheads.

Four of the seven Routes (Routes 5, 6, 7 and 9) are located almost entirely on City property and start at two existing campgrounds (Brown's Town Campground and Pleasant Valley Campground) leased by the County, as lessee, from the Los Angeles Department of Water and Power (LADWP), as lessor. Routes 5 and 9 of the Pilot Project start and end at Brown's Town Campground and Routes 6 and 7 of the Pilot Project start and end at Pleasant Valley Campground, as more particularly shown in Exhibit A attached hereto and made a part hereof.

This permission is contingent on LADWP receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this letter to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If it has not been returned within thirty (30) days, we will assume that you no longer plan to incorporate the above-referenced start and end points on City property and this permission shall be considered null and void.

The parties hereinafter covenant and agree as follows:

1. Revocable Permission: LADWP hereby grants revocable permission to the County to include Brown's Town Campground and Pleasant Valley Campground as the respective start and end points of Routes 5 and 9, and 6 and 7 of the Pilot Project.
2. Term: This permission shall become effective upon full execution of this letter and shall be in effect for one (1) year unless sooner terminated as herein provided.
3. Pilot Project Routes: The Pilot Project is comprised of the following seven Routes along County operated and maintained roads:

Bishop

- Route 5- Schober Lane, Sunland Drive, Warm Springs Road, Eastside Road and Redding Canyon Road.
- Route 6- Pleasant Valley Dam Road, Sawmill Road, Round Valley Road and Horton Creek Road.
- Route 7- Pleasant Valley Dam Road, Sawmill Road, Ed Powers Road and Tungsten Road.
- Route 9- Schober Lane, Barlow Lane and Bir Road.
- Route 15- Joe Smith Road, Silver Canyon Road, Laws Pleta Road, Eastside Road and Redding Canyon Road.

Independence

- Route 1- Park Street, Clay Street & Mazourka Canyon Road

Lone Pine

- Route 1- Lubkin Canyon Road and Horseshoe Meadows Road

4. Governmental Approvals: This permission does not extend beyond LADWP allowing the County to use and include the City-owned property depicted in Exhibit A in the Pilot Project. Further, this permission does not imply or confer any greater right or permission than LADWP has or can hereby lawfully give. All contracts, approvals, or permits from jurisdictional, federal, state, or county agencies or private parties, including other lessees of LADWP, shall be your responsibility to obtain prior to commencing the Pilot Project or any work on City property. A copy of all contracts, approvals, and permits shall be submitted to our office prior to commencing the Pilot Project or any work on City property. Notwithstanding the foregoing, it shall be your responsibility to obtain all approvals that may be required by California Vehicle Code Section 38026.1.

5. Termination: This permission may be terminated by LADWP at its sole discretion upon 24-hour notice to the County for any or no reason by giving such notice to the County at the address identified herein.
6. Scope: This permission shall only include City-owned property currently leased to the County for use as Brown's Town Campground and Pleasant Valley Campground and does not extend to any other City property. The use of any other City property for the Pilot Project not specified by this permission is strictly prohibited and not granted under this agreement.
7. Unanticipated Impacts: County hereby acknowledges and understands that LADWP is concerned about unanticipated costs and liabilities resulting from the Pilot Project, including, but not limited to, the negative impact to City property caused by OHVs and OHV users, including, but not limited to, increased cost to operate and maintain roads on City property, increased cost to enhancement/mitigation projects provided for in the Inyo-Los Angeles Long-term Water Agreement, damage to natural and artifactual resources, damage from illegal trail proliferation on City property, and increased dust. To address LADWP's concerns, County hereby agrees to reimburse LADWP for the following:
 - Any increase in its Departmental operation, maintenance, or remediation costs of City property resulting from the Pilot Project, or any other costs resulting from the Pilot Project. The determination of the cause and amounts of said increased costs will be at the sole discretion of LADWP.
 - Any costs associated with damages to real and personal property, livestock, ranching and farming operations, wildlife, wildlife habitat, cultural artifacts, or vegetative resources located on City property resulting from the Pilot Project.
 - Any costs associated with damages caused by an increase in dust resulting from the Pilot Project. This includes all responsibility in resolving issues with the Great Basin Air Pollution Control District or other regulatory agencies.
8. Limited Liability: The acceptance and exercise of this permission shall be without liability or expense to the City and LADWP.

9. Notifications: All notifications shall be provided as follows:

Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514
Attention: Real Estate
Phone: (760) 873-0370

County of Inyo
Administrator's Office
P.O. Drawer N
Attention: Kevin D. Carunchio, County Administrative Officer
Phone: (760) 878-029

10. Indemnification – General: County acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to County's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this permission or to the premises covered under this permission, including but not limited to resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the Inyo County Board of Supervisors as part of the Pilot Project authorized pursuant to California Vehicle Code Section 38026.1, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this permission that give rise to future claims, even if the actual claim comes against the Indemnitees after the permission has expired or terminated. This Indemnification shall be in addition to claims, even if the actual claim comes against the Indemnitees after the permission has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this permission.

Indemnification - Environmental: The County, on behalf of itself and its successors and assigns further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including County's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by County of any term and/or condition of this agreement, relating directly or indirectly to any Environmental Law or to the release or spill of any Hazardous Substance, resulting from or incident to the presence upon or performance of activities by County or its personnel with respect to the subject area/property covered under this permission, on the part of the County or its officers, agents and employees of any tier or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the Inyo County Board of Supervisors as part of the Pilot Project authorized pursuant to California Vehicle Code Section 38026.1, regardless of any negligence on the part of Indemnitees It is the specific intent that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

Mr. Kevin Carunchio
Page 6
June 29, 2015

Permission is contingent on LADWP receiving a signed copy of this letter indicating the County's acceptance of the terms and conditions listed above.

If you have any questions regarding this permission, please write to LADWP's office at the above-noted address.

Sincerely,

James G. Yannotta
Manager of Aqueduct

The signature affixed hereto of the permittee, or the authorized representative of the permittee, certifies that the permittee has read and does understand each and every paragraph contained in this agreement and agrees to abide by and be bound by same.

COUNTY OF INYO

Date _____ By _____
Kevin D. Carunchio
County Administrative Officer

PERMITTEE



DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

**COUNTY
OF
INYO**

Clint Quilter, Director

February 7, 2014

Jim Yannotta, Aqueduct Manager
City of Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514 - 3449

Revised Request for approval of proposed combined-use routes that start or end at an LADWP lease

Dear Mr. Yannotta:

As stated in a letter our office sent to you dated January 30, 2014, several of the proposed combined-use routes that are part of the Adventure Trails system have a start or an end point that is on an LADWP lease. In addition to the start or end points described in the earlier letter, there are routes involving the City of Bishop that have start points at the Tri County Fairgrounds, Bishop Chamber of Commerce, and the Pizza Factory.

The Inyo County Implementing Procedures for AB 628 specify that any combined-use applications that start and/or end on private property must have the approval of the owner of that Assessor's Parcel Number. Please accept this revised list of LADWP leases that are a start and/or endpoints are described in the table below and are shown in **Bold**.

Route Name	Start Point	End Point
Big Pine #1	Hi Country Market / Bristlecone Motel	Keough's Hot Springs Resort
Lone Pine #2	Lone Pine Propane	BLM maintained road off of Dolomite Loop Rad
Bishop #2	Tri County Fairgrounds	Poleta Canyon OHV Recreation Area
Bishop # 3	Bishop Chamber of Commerce	Poleta Canyon OHV Recreation Area
Bishop #4	Pizza Factory	Poleta Canyon OHV Recreation Area
Bishop #5	Brown's Town	Poleta Canyon OHV Recreation Area
Bishop #6	Pleasant Valley Campground	BLM maintained road off of Horton Creek Rd
Bishop #7	Pleasant Valley Campground	BLM maintained road off of Tungsten City Rd
Bishop #8	Pleasant Valley Campground	BLM maintained road off of Casa Diablo Rod
Bishop # 9	Brown's Town	BLM maintained road off of Bir Rod

Each of the applications above and vicinity maps around each community can be viewed by following links from http://inyoplanning.org/projects/at/AdvTrails_ApplicationSummary.pdf.

The lease holders above have submitted letters to the County granting permission to use the above facilities. These letters are a part of the combined-use application.

We are requesting a global approval of the lease facilities in the combined-use routes described above. The lease facilities that would be covered under this approval would be:

- Keough's Hot Springs
- Lone Pine Propane
- Tri County Fairgrounds
- Bishop Chamber of Commerce
- Pizza Factory
- Brown's Town
- Pleasant Valley Campground
- Bishop Airport

Please respond to this letter at your earliest request. Don't hesitate to contact Clint Quilter, Dave Grah of the City of Bishop, or myself if you have any questions regarding these proposed combined-use routes. We are available to meet with your office should you have any additional questions or concerns.

Sincerely,



Courtney Smith
Transportation Planner

cc: Brian Tillemans
Lori Dermody
Don McGhie
Dave Grah, City of Bishop
Keith Caldwell, City of Bishop



DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Clint Quilter, Director

January 30, 2014

Jim Yannotta, Aqueduct Manager
City of Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514 - 3449

Request for approval of proposed combined-use routes that start or end at an LADWP lease

Dear Mr. Yannotta:

The Inyo County Public Works Department received combined-use applications for combined-use trail segments primarily in the Owens Valley pursuant to the California Vehicle Code as modified by Assembly Bill (AB) 628. The applications were submitted to the County by the *Adventure Trail System of the Eastern Sierra, Inc.* The combined-use routes are entirely on County-maintained roads and provide a link between necessary goods and services and off-highway vehicle trail segments on Bureau of Land Management or Inyo National Forest land. Several of the proposed combined-use routes have a start or an end point that is on an LADWP lease. The Inyo County Implementing Procedures for AB 628 specify that any combined-use applications that start and/or end on private property must have the approval of the owner of that Assessor's Parcel Number. The LADWP leases that are a start and/or endpoints are described in the table below and are shown in **Bold**.

Route Name	Start Point	End Point	Other
Big Pine #1	Hi Country Market / Bristlecone Motel	Keough's Hot Springs Resort	
Lone Pine #2	Lone Pine Propane	BLM maintained road off of Dolomite Loop Rad	
Bishop #5	Brown's Town	Poleta Canyon OHV Recreation Area	
Bishop #6	Pleasant Valley Campground	BLM maintained road off of Horton Creek Rd	
Bishop #7	Pleasant Valley Campground	BLM maintained road off of Tungsten City Rd	
Bishop #8	Pleasant Valley Campground	BLM maintained road off of Casa Diablo Rod	
Bishop # 9	Brown's Town	BLM maintained road off of Bir Rod	

Note that the County is currently initiating an environmental document analyzing the potential impacts created by the designation of this combined-use route system. The County understands

that LADWP has had some concerns with the proposed combined-use system and will address any concerns LADWP raises regarding this project as part of the environmental review and County consideration of the project. Each of the applications above and vicinity maps around each community can be viewed by following links from http://inyoplanning.org/projects/at/AdvTrails_ApplicationSummary.pdf.

In past meetings regarding the proposed Adventure Trails system, LADWP staff has indicated that LADWP will defer to lease holders in the designation of potential combined-use routes, though the lease holders would assume any additional liability created by the use of the Adventure Trails on the lease property. The lease holders above beside the County have submitted letters to the County granting permission to use the above facilities. These letters are a part of the combined-use application.

We are requesting a global approval of the lease facilities in the combined-use routes described above. The lease facilities that would be covered under this approval would be:

- Keough's Hot Springs
- Lone Pine Propane
- Brown's Town
- Pleasant Valley Campground

Please respond to this letter at your earliest request. Don't hesitate to contact Clint Quilter or myself if you have any questions regarding these proposed combined-use routes. We are available to meet with your office should you have any additional questions or concerns.

Sincerely,

-s-

Courtney Smith
Transportation Planner

cc: Brian Tillemans

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

May 7, 2014

Mr. Courtney Smith
Transportation Planner
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Smith:

Subject: Adventure Trails System - Proposed Combined-Use Routes

The Los Angeles Department of Water and Power (LADWP) is responding to your letter dated February 7, 2014, requesting approval from LADWP to use City of Los Angeles (City) property for starting and ending points as proposed in the combined-use routes associated with the Adventure Trails System. Nine starting points and one end point were identified in your letter.

LADWP has concerns that off road vehicles (OHV) exiting county roads onto City property will likely cause trail proliferation and resource damage to the natural landscape. LADWP is requesting that Inyo County analyze and develop a plan including measures that would address the potential adverse impacts resulting from the trails system on City property. In addition, Inyo County would need to establish funding to compensate LADWP for any costs resulting from increased maintenance responsibility and resource damage on City property due to the Adventure Trails System. LADWP is not responsible for any matters, costs, or activities that result from the Adventure Trails System.

LADWP has the following additional comments and questions on the proposed project:

- ❖ LADWP would consider granting permissive rights for the start and end points. Permission would be at LADWP's sole discretion and can be revoked at any time.
- ❖ LADWP requests that Inyo County describe how the start and end points will be put to use by the public. What impacts will this have on leased property?
- ❖ The concerns raised in LADWP's letter dated January 24, 2012, to Mr. Dick Noles remain and need to be addressed. Copy enclosed.
- ❖ LADWP will need to evaluate the California Environmental Quality Act document before making a final determination.

Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013

Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax: (760) 873-0266

111 North Hope Street, Los Angeles, CA 90012-2607 Mailing address: Box 51111, Los Angeles, CA 90051-5700

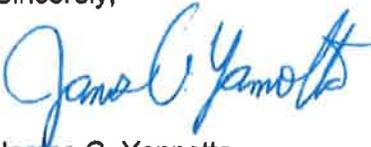
Telephone: (213) 367-4211 www.LADWP.com



Mr. Courtney Smith
Page 2
May 7, 2014

Please continue to work with LADWP staff in addressing its concerns. When the draft Environmental Impact Report is out, please forward copies to our office for review. If you have any questions regarding this letter, please write to our office at 300 Mandich Street, Bishop, California, 93514, attention Real Estate, or phone Mr. Donald S. McGhie at (760) 873-0248.

Sincerely,



James G. Yannotta
Manager of Aqueduct

Enclosure

C: Mr. and Mrs. Martin C. West
Mr. Dick Noles

Brown's Supply, Inc.
Titan Propane, LLC
18th District Agricultural Association
City of Bishop
County of Inyo Parks and Recreation



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

19

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Authorization to recruit for a Administrative Analyst I-III

DEPARTMENTAL RECOMMENDATIONS:

Request Board find that, consistent with the adopted Authorized Position Review Policy:

- A) the availability of funding for the requested position comes from the Child Support Department, as certified by the Child Support Director, and concurred with by the County Administrator and the Auditor-Controller;
- B) where internal candidates meet the qualifications for the position of Administrative Analyst I-III, the vacancy could possibly be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Administrative Analyst I-III: Range 68 (\$4,188- \$5,088); Range 70 (\$4,391- \$5,341); or Range 72 (\$4,601- \$5,589), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Our Administrative Analyst III is moving to a position in Public Works.

After her departure, our agency will be left with only one fiscal employee, an Account Tech II, as the sole fiscal position in the region. The Administrative Analyst position is vital to the daily operations of the Child Support Department and assists with budget preparation, budget projections, data tracking and analysis related to child support collections and performance.

The regionalization of the Inyo and Mono County Child support agencies requires the specialized skills and training of a Administrative Analyst in order to effectively analyze and implemen regional fiscal policies and practices. It is recommended that your Board authorize the recruitment of this position.

ALTERNATIVES:

Your Board could decline this request. This is not recommended, however, as the Child Support agency needs financial staff to ensure adequate analysis of our allocation, expenditures, and case load collections.

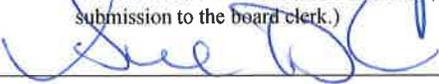
OTHER AGENCY INVOLVEMENT:

Merit Systems Services; Personnel; County Administrative Officer.

FINANCING:

The funding for any position(s) referenced in this reorganization agenda item will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for contingent upon the adoption of the ~~2014/2015~~ Board approved budget.

2015/2016

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>7/10/15</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>J</u> Date <u>7/9/15</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-9-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:
AGENDA NUMBER

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one Child Support Officer I, Range 57 (\$3,232-\$4,027) or Child Support Officer II, Range 60 (\$3,471-\$4,216) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We have a recent vacancy in a Child Support Officer I position that moved to another position within the county. We need to open up recruitment to fill this position. Post regionalization, we have authorized strength of four (4) Child Support Officer (caseworker) positions and one Child Support Supervisor. With the departure of one of our child support officers staff have shared the casework normally assigned to this position which amounts to over 300 child support cases.

ALTERNATIVES:

The Board could decline this this request. This is not recommended, as the Child Support agency case load continues to require daily state and federal mandated actions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The funding for this position is being requested in the Fiscal Year 2015-2016 Child Support Budget 022501 and will be contingent upon the adoption of the Fiscal Year 2015-2016 Board Approved Budget.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: _____ Date _____

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Myr Shyke
Approved: Date 7/6/15

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
[Signature]
Approved: Date 7/9/15

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 7-9-15
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 20
--

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one Child Support Officer I, Range 57 (\$3,232-\$4,027) or Child Support Officer II, Range 60 (\$3,471-\$4,216) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We have a recent vacancy in a Child Support Officer I position that moved to another position within the county. We need to open up recruitment to fill this position. Post regionalization, we have authorized strength of four (4) Child Support Officer (caseworker) positions and one Child Support Supervisor. With the departure of one of our child support officers staff have shared the casework normally assigned to this position which amounts to over 300 child support cases.

ALTERNATIVES:

The Board could decline this this request. This is not recommended, as the Child Support agency case load continues to require daily state and federal mandated actions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The funding for this position is being requested in the Fiscal Year 2015-2016 Child Support Budget 022501 and will be contingent upon the adoption of the Fiscal Year 2015-2016 Board Approved Budget.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

- 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: July 21, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meeting of July 7, 2015

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> Approved: _____ Date _____
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> 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 Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
28

- Consent Hearing Departmental Correspondence Action Public
 Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Emergency Medical Services

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Emergency Medical Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board receive a presentation from staff of the Inland Counties Emergency Medical Authority (ICEMA) regarding the proposed Request for Proposals (RFPs) for Emergency Medical Services (EMS) providers to cover five of Inyo County Exclusive Operating Areas (EOAs), including EOA 1 (Bishop), EOA 4 (Lone Pine), EOA 5 (Olancho), EOA 6 (Little Lake), and EOA 7 (Panamint Valley); and consider recommending the EMS Governing Board approve the RFPs for Inyo County Exclusive Operating Areas.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Under a Joint Powers Agreement (JPA) with Mono and San Bernardino Counties, Inyo's "local emergency medical services (EMS) agency" is the Inland Counties Emergency Medical Authority (ICEMA). ICEMA's governing board is the San Bernardino County Board of Supervisors. ICEMA staff ensures compliance with requirements from the California Emergency Medical Services Authority (EMSA) and provides oversight of ambulance services in Inyo County.

Current contracts for certain EOAs are expiring and a Request for Proposal (RFP) process is required to move forward with the next contractual period for the five named EOAs. ICEMA previously agreed to present to the Inyo Board a draft RFP for final input before releasing the RFP for potential bidders.

These RFPs come to you after three prior discussions with your Board earlier in this fiscal year, during which much public comment was received. Subsequently, the Inyo Board provided direction to ICEMA staff to guide the development of the RFPs, and such guidance was included in the final draft.

ALTERNATIVES:

Board could choose not to recommend approval and ask for modifications to the RFPs.

OTHER AGENCY INVOLVEMENT:

ICEMA, local ambulance providers, Mono County, San Bernardino County, California EMS Authority

FINANCING:

There is no funding involved in this action.

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: _____
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: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____

THIS DOCUMENT IS PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY. RFPs FOR EOAS 4, 5, 6 AND 7 ARE SIMILAR, EXCEPT FOR MAPS



**** ALL MODIFICATIONS AND/OR CHANGES ARE IN RED ITALIC***

Request for Proposal No. _____
EMS 9-1-1
Inyo County
Exclusive Operating Area (EOA) 1
Ground Emergency Medical (Ambulance)
Transportation
(TERM OF CONTRACT: TEN (10) YEARS)

Inland Counties Emergency Medical Agency
1425 South D Street
San Bernardino, CA 92415-0060
Date _____

TABLE OF CONTENTS

I.	INTRODUCTION.....	4
	A. Solicitation Language.....	4
	B. Purpose.....	4
	C. Term of Contract.....	4
	D. Minimum Proposer Requirements.....	4
	E. Questions.....	5
	F. Correspondence.....	5
	G. Admonition to Proposers.....	5
	H. Proposal Submission Deadline.....	5
II.	PROPOSAL TIMELINE.....	5
III.	PROPOSAL CONDITIONS.....	5
	A. Contingencies.....	6
	B. Acceptance or Rejection of Proposals.....	6
	C. Best Value Evaluation Process.....	6
	D. Modifications.....	6
	E. Proposal Submission.....	6
	F. Incurred Costs.....	6
	G. Negotiations.....	6
	H. Formal Contract.....	6
	I. Confidential Information.....	7
	J. Final Authority.....	7
	K. Pricing Discrepancy.....	7
IV.	SCOPE OF WORK.....	7
	A. Background.....	7
	B. Exclusive Operation Areas (EOAs).....	7
	C. Specific Requirements.....	7
	D. Response Time Standards and Compliance Requirements.....	8
	E. Ambulance Service Delivery Plan (SDP).....	8
	F. Vehicles.....	9
	G. Equipment and Supplies.....	9
	H. Personnel.....	10
	I. Records, Reports, and Reporting.....	10
	J. Training and Continuing Education.....	10
	K. Quality Improvement (QI) Plan.....	10
	L. Dispatch.....	11
	M. Administrative and Operations.....	11
	N. Financial Information.....	11
V.	CONTRACT REQUIREMENTS.....	13
	A. General.....	13
	B. Indemnification and Insurance Requirements.....	22
VI.	PROPOSAL SUBMISSION.....	26
	A. General.....	26
	B. Proposal Presentation.....	26
	C. Proposal Format.....	27
VII.	EVALUATION AND AWARD.....	29
	A. General.....	29
	B. Evaluation Criteria.....	29
	C. Award.....	30
	D. Disputes Relating to Proposal Process and Award.....	30
	ATTACHMENT A - COVER PAGE.....	31
	ATTACHMENT B - MINIMUM PROPOSER REQUIREMENTS.....	32

ATTACHMENT C - EXCEPTIONS TO RFP..... 33
ATTACHMENT D - STATEMENT OF CERTIFICATION..... 34
ATTACHMENT E - REFERENCES 35
ATTACHMENT F - COST 36
ATTACHMENT G - CONTRACTOR NONDISCLOSURE AGREEMENT..... 37
ATTACHMENT H - PROPOSAL CHECKLIST 38
ATTACHMENT I - REPORT OF ENVIRONMENTAL PREFERENCES 39
EXHIBIT 1 - MAP OF INYO COUNTY EOAs..... 41
EXHIBIT 2 - MAP OF INYO COUNTY EOAs RESPONSE TIMES 42
EXHIBIT 3 - MAP OF EOA 1 43
EXHIBIT 4 - SAMPLE CONTRACT 44

DRAFT

I. INTRODUCTION

A. Solicitation Language

ePro

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted and re-submitted by the Contractor at the time prior to the scheduled deadline for submission of the proposal or bid.

Paper responses will also be accepted at the location identified in the solicitation, by mail or in person to the address listed in Section I, Paragraph F and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

B. Purpose

The Inland Counties Emergency Medical Agency, hereafter referred to as the "ICEMA", is seeking individual or combined proposals from interested and qualified Proposers to provide ground emergency medical (ambulance) transportation at advanced life support (ALS), basic life support (BLS) and specialty care transportation (SCT) levels of service for Exclusive Operating Area (EOA) 1, within ICEMA's Inyo County region.

C. Term of Contract

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV - Scope of Work. The Contract period will be for *an a ten (10) eight (8) year period beginning on [redacted] through [redacted], with the option to extend two (2) additional one (1) (5) five-year terms.*

D. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
2. Be independent providers with no ties to any providers listed in the "Scope of Work" section of this document (Section IV).
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Proposer shall provide, as an attachment to the proposal, audited financial statements from a Federal or State licensed financial institution authorized to conduct business in

California, and if applicable, annual reports to shareholders (last five years) and SEC 10K, 10Q, 8K (most recent 4 quarters) forms. *(For volunteer entities audited by Inyo County, the annual County audit is allowable.)* In addition, Proposer shall provide most recent credit rating from each rating agency that has issued a rating for Proposer within the last 120 days (from date of submission), which expectation may be waived for volunteer entities, if unavailable.

6. Proposer must be able to demonstrate the ability to provide EMS service as described in the Scope of Work (Section IV) through either three (3) years' experience or other means as determined satisfactory by ICEMA. This requirement is relieved for Proposers who have provided EMS services for ICEMA under contract for three years subject to notice and verification.
7. Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E. This requirement is relieved for Proposers who have provided EMS services for ICEMA under contract for three years subject to notice and verification.
8. Meet other presentation and participation requirements listed in this RFP.

E. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before time and date** and directed to the individual listed in Section I, Paragraph F - Correspondence. All questions will be answered and both the question and answer will be posted on ICEMA's website.

F. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

ICEMA
Attn: George Stone
1425 South D Street
San Bernardino, CA 92415-0060
(909) 388-5823 Phone
(909) 388-5850 Fax
George.Stone@cao.sbcounty.gov E-mail

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

G. Admonition to Proposers

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E - Questions.

H. Proposal Submission Deadline

Proposals or bids must be received no later than **TIME**, **DATE**. Postmarks will not be accepted in lieu of actual receipt. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.

II. PROPOSAL TIMELINE

Release of RFP	Date
Deadline for Submission of Questions	Time and Date
Deadline for Proposals	Time and Date
Tentative Date for Awarding Contract	Date

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit ICEMA to award a contract. ICEMA reserves the right to accept or reject any or all proposals if ICEMA determines it is in the best interest of ICEMA to do so. ICEMA will notify all Proposers in writing, if ICEMA rejects all proposals. ICEMA also reserves the right to terminate this RFP process at any time.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within 180 days after the proposal opening and up to the end of the contract period. ICEMA reserves the right to reject any or all proposals.

C. Best Value Evaluation Process

ICEMA realizes that conditions other than cost are important and will award contract(s) based on the proposal that best meets the needs of ICEMA, Inyo County, and its citizens. While cost may not be the primary factor in the evaluation process, it is an important factor.

ICEMA is not obligated to accept the lowest cost proposal. At ICEMA's discretion, considerations other than cost may factor into a decision as to which services provide the best value to ICEMA, Inyo County, and its citizens. Such considerations may include:

- Levels of service and system design proposed
- Relevant experience
- Past performance
- Environmental considerations
- Cost of service(s) provided
- Financial resources available to Proposer
- Financial (credit) rating of Proposer
- Any other relevant factors listed in the solicitation

D. Modifications

ICEMA reserves the right to issue addenda or amendments to this RFP if ICEMA considers that additional clarifications are needed.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

F. Incurred Costs

ICEMA is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Negotiations

ICEMA may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

H. Formal Contract

Proposer will be required to enter into a formal agreement with ICEMA. This RFP sets forth some of the general provisions which will be included in the Contract (Exhibit 4 - Sample Contract). In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and ICEMA agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment C - Exceptions to RFP.

I. Confidential Information

All proposals, bids and materials submitted become property of ICEMA. All proposals/bids received are subject to the "California Public Records Act". While ICEMA takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

J. Final Authority

The final authority to award contracts as a result of this RFP requires recommendation by the Board of Supervisors of the Inyo County with final authority resting with ICEMA's Board of Directors.

K. Pricing Discrepancy

In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

Please do not include any additional information that is not required by this Request for Proposal.

IV. SCOPE OF WORK

A. Background

Inyo County is situated on the eastern side of the Sierra Nevada range, encompasses 10,226.98 square miles of California. It is the site of both the highest point in the Continental US (Mount Whitney) and the lowest point (Death Valley). It has a population of 18,467 (2013 estimate) residences and a significant visitor population which travel to and through Inyo County utilizing US Highway 395 and State Highway 190 through Death Valley National Park.

Inyo County's EMS ground emergency medical (ambulance) transportation system is divided into nine (9) separate exclusive operating areas (EOAs) (see EXHIBIT 1). ICEMA seeks proposal for EOA 1 (EXHIBIT 2 and 3) for 9-1-1, 7-digit, and interfacility (IFT) ground emergency medical (ambulance) transportation services.

B. Exclusive Operating Areas (EOAs)

Proposals are being sought for EOA 1 of Inyo County's designated emergency ambulance exclusive operating areas, which may be bid individually or collectively.

- EOA 1 - Bishop
 - North - County Line, Hwy 395
 - South - Keough's Road, Hwy 395
 - East - Mono County Line, Hwy 6
 - West - Roads end
 - 9:59, 29:59 and 99:59 response zones (see Exhibit 3)

C. Specific Requirements

1. *Single* proposals are for emergency 9-1-1, 7-digit, and IFTs for ALS, BLS and SCT levels of ground emergency medical (ambulance) transportation service. *Upon recommendation of the Inyo County Board of Supervisors, ICEMA will contract with one*

or more public or private *provider* to provide this service *in this EOA*. Contractor shall be required to respond to all emergency medical calls within EOA 1 when requested by an ICEMA authorized medical dispatch center and all ground emergency medical (ambulance) transportation requests (IFT, private party, etc.). ICEMA reserves the right to enter into separate transport contracts with EMS aircraft provider(s). Notwithstanding any other provision of this RFP, ICEMA may allow air transport of patients when such transport is deemed to be medically in the best interest of the patient(s).

2. Successful Bidder shall also provide standby services at the scene of an emergency incident within its stated EOA when directed by Inyo County's Medical Dispatch Center (ICEMA's designated communications dispatch center) or upon request of a public safety agency. A ground ambulance placed on standby shall remain on standby unless requested to respond to a 9-1-1 call by ICEMA's designated communications dispatch center.
3. Successful Bidder understands and agrees, that performance shall be evaluated monthly and annually by ICEMA and/or their designee to include a report that shall be submitted to ICEMA and Inyo County's Emergency Medical Care Committee (EMCC). This report shall be included in the EMCC's report to Inyo County's Board of Supervisors. The following at a minimum shall be included:
 - a. Response time performance
 - b. Clinical encounter data
 - c. System enhancements
 - d. Provider challenges as may exist
 - e. Clinical/technology issues

D. Response Time Standards and Compliance Requirements

1. Contractor shall be contractually responsible for meeting the performance metrics and standards as specifically identified in this RFP, Proposer's proposal and as further clarified in Contractor's contract with ICEMA.

It is ICEMA's goal of 100% on-time response time compliance. ICEMA recognizes that due to geographical and economic considerations and constraints this may not always be achievable, however, ICEMA remains committed to response time compliance at or near 100%.

2. It is the expectation of ICEMA, that performance standards included in proposal, are minimum obtainable performance metrics and that those standards shall be met consistently without failure.
3. ICEMA response time standards require emergency ambulance response within 9:59 minutes of receipt of call for responses within the designated urban areas, within 29:59 minutes in designated rural areas, and 99:59 minutes in designated wilderness areas as identified in Exhibit 2 and 3.
4. If applicable, Contractor shall submit a monthly report of the previous month's response time performance as provided for in Contractor's contract and as included in Exhibit 4 - Sample Contract.

E. Ambulance Service Delivery Plan (SDP)

1. Proposals shall include a deployment plan that identifies work schedules, station locations, posting locations, and move up information that satisfactorily demonstrates Proposer's ability to meet response time performance requirements.

Proposer's SDP shall outline BLS, ALS and SCT resources to be deployed:

- a. By hour of the day, day of the week, week of the month, month of the year schedule.
 - b. By level of service proposed (by response time zone, sub-zone, etc.).
 - c. Must provide specific plan for handling multiple 9-1-1 calls for service within EOA and/or multiple EOAs. This plan must include whether Proposer will provide on-call personnel and backup equipment "Second out", or mutual aid services. Additionally, Proposer must provide costs associated with "Second out" resources for each EOA bid.
 - d. Where Proposer believes that ALS cannot be provided on a 24/7/365 schedule, or where ALS units would not be deployed due to financial realities, Proposer must explain why and demonstrate an adequate alternative response model and level of response.
2. Due to the rural/wilderness makeup of a large part of Inyo County, its diverse geography and low community density, Proposers are encouraged to develop and present innovative delivery systems in which to provide EMS assessment and emergency ambulance transportation which meet response time minimums, provides for financial sustainability of Proposer's operations, and addresses impacts expected upon full implementation of the Affordable Care Act (ACA). ICEMA invites Proposers to propose alternative delivery systems for BLS/ALS transport within State Regulations that provides cost savings and maintains or strengthens revenue streams for providers within the proposed EOA(s).
3. Successful Bidder's resources for emergency medical response under the terms of this RFP shall be dispatched only within Contractor's assigned EOA, or as directed by the ICEMA's designated communications dispatch center(s) (Mutual Aid, Auto Aid, etc.), or in compliance with established ICEMA's Policies and Protocols.
4. Successful Bidder is required to respond to all emergency 9-1-1 requests with lights and sirens (Code 3) unless otherwise directed by ICEMA's designated communications dispatch center(s).

F. Vehicles

1. Proposal shall provide exact specifications of ambulance, response vehicles, and support vehicles as proposed in RFP submitted to include:
 - a. Make (Ford, Chevy, Dodge, Sprinter, etc.)
 - b. Year (model year and date of manufacture)
 - c. Model (manufacture's model)
 - d. Type (ambulance I, II, or III), (engine, brush engine, truck, squad, utility vehicle, etc.)
 - e. Drive (2WD, 4WD, SRW, DRW)
 - f. Weight (empty VW), (rated GRVW), (light duty, medium duty, heavy duty)
2. Proposer agrees to provide all responding and support vehicles with communications equipment to ensure interoperability as currently exist and may change from time to time.
3. Proposal submissions shall include Proposer's vehicle and equipment maintenance program(s) which demonstrate Proposer's ability to provide safe, clean, and reliable vehicles for patients and EMS personnel.

4. Proposer shall demonstrate compliance with ambulance vehicle standards as identified in Title XIII, California Code of Regulation and California Vehicle Code.

G. Equipment and Supplies

Required equipment and supplies shall comply with ICEMA Reference #7010 - BLS/LALS/ALS Standard Drug & Equipment List, as it exists now or may change from time to time.

Proposer may propose modifications to ICEMA Reference #7010 - BLS/LALS/ALS Standard Drug & Equipment List, if such modifications are reasonable and appropriate for innovated response asset being proposed and as identified in SDP.

H. Personnel

1. Successful Bidder Proposer shall be required to:
 - a. Offer employment in substantially similar positions to all incumbent personnel who are qualified, insurable, pass drug testing, pass DOJ Live Scan and background checks, and any specific job requirements.
 - b. Incumbent workforce shall retain their original hire date for purposes of seniority, bidding shifts and benefits.
 - c. Wage and benefit program shall be comparable to existing programs.
 - d. In compliance with ICEMA Reference #1090 - Criminal History Background Checks (Live Scan), any EMT and A-EMT will be required to Live Scan for ICEMA.
2. ICEMA requires ALS ambulances be staffed with one (1) ICEMA accredited/California licensed Emergency Medical Technician - Paramedic (EMT-P) and one (1) certified Emergency Medical Technician (EMT) field personnel. BLS ambulances shall be staffed with two (2) California certified EMTs. This provision is subject to such exemptions as may be allowed by law permitting a non-EMT driver.
3. Proposer shall provide copy of its current critical incident stress debriefing procedure for its employees. Procedures shall be submitted as an attachment to the proposal.
4. Proposer shall submit its procedure to provide advice and assistance to employees with drug and/or alcohol related problems.
5. Proposer acknowledges that if awarded, it is the Contractor's Successful Bidder's responsibility to ensure that all EMS personnel are appropriately credentialed to respond to emergency medical request in compliance with ICEMA policies, State rules and regulations, and Federal laws, as they may apply.
6. Successful Bidder shall provide personnel with equipment necessary to provide protection from illness or injury when responding to an emergency medical request and/or during anytime in the continuum of care, treatment and transport.

I. Records, Reports and Reporting

1. By submitting a proposal, proposer agrees to comply with ICEMA policies and procedures regarding submission of records, data, reports, etc. Proposer further agrees that requested information will be submitted in the form and/or format as may be required by ICEMA now or as may change from time to time.
2. By submitting a proposal, proposer further agrees to utilize and comply with ICEMA's data system including ePCR, and submission requirements as they now exist or may change from time to time.

J. Training and Continuing Education

Proposer shall submit their program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training and continuing education (CE). This program shall comply with any ICEMA requirements as they exist now or may change time to time, and linked with and responsive to Contractor's Quality Improvement Plan.

K. Quality Improvement (QI) Plan

1. Proposer shall submit proposed QI Plan as an attachment to the proposal which demonstrates compliance with ICEMA's current Quality Improvement Plan.
2. Successful Bidder shall participate in system related QI activities.
3. Proposer shall identify an individual as responsible for overall coordination of local QI program. This individual shall have specialized training, knowledge, and/or previous successful experience in preparation in QI principles/techniques to oversee this program.

L. Dispatch

Response to 9-1-1 and/or 7-digit requests for emergency response shall be dispatched through ICEMA's designated communications dispatch center as they exist now and may change from time to time. *If applicable*, Contractor the Successful Bidder shall pay a fee equal to or less than the actual cost of providing dispatch services. *If applicable*, Contractor the Successful Bidder shall enter into a contract with ICEMA's designated communications dispatch center(s) for the purpose of formalizing costs and contractual services to be provided.

If Proposer *plans to operate its own dispatch* and elects to provide secondary dispatch of ICEMA's designated communications dispatch center(s) requests to responding field units and assume direct responsibility for the management of dispatch, Proposer must submit a copy of proposed dispatch program including *but not limited(delete) , for example*, to the following:

1. Employment of required dispatch personnel.
 - a. Organizational chart
 - b. Title and duties of positions
 - c. Salary ranges
2. Provision of computer aided dispatch (CAD) system and automated vehicle location (AVL) system, once implemented by ICEMA's designated communications dispatch center(s).
 - a. Brand and model number of CAD
 - b. Capabilities (modules utilized)
 - c. Ability and plans to "link"

M. Administrative and Operations

1. Proposer shall describe management/organizational structure that shall be established to administer/oversee emergency ambulance operations as proposed in response to this RFP. Proposer shall describe how the authorized individual requirement will be met.
2. Proposer shall demonstrate how it will provide Field Supervision necessary to oversee and provide support to responding field personnel, their experience, and duties/authority.

N. Financial Information

1. Financial Viability

Proposer must demonstrate the financial capability, sustainability, and collectability to satisfy ICEMA as to Proposer's overall financial strength and viability. If applicable, Proposer agrees to maintain separate financial records for its Inyo County EMS operation(s) in accordance with generally accepted accounting principles (GAAP). All records shall be made available for onsite review and inspection upon request by ICEMA. ICEMA retains the right, with reasonable notification, to examine and/or request an audit of records. Any audit request by ICEMA, or their designee, shall be carried out by a Certified Public Accountant (CPA) of ICEMA's choosing and reasonable charges paid for by Proposer/Contractor.

2. Compensation Related Provisions

a. Maximum Pricing Requirements

Contractor The Successful Bidder of one or more EOAs shall receive income from patient charges. Contractor The Successful Bidder shall comply with fee schedules and rates negotiated with ICEMA. A schedule of billable charges shall be submitted for approval by ICEMA prior to implementation. Proposer shall agree to comply with rates established by ICEMA.

b. Replacement and Charges for Billable Medical Supplies

Contractor The Successful Bidder of one or more EOAs shall be responsible for restocking ambulances with consumable medical supplies.

c. Any increases in patient charges shall be approved by ICEMA. Patient increases shall be approved in writing by ICEMA at least 30 days prior to implementation.

3. Billing and Accounts Receivables

Proposer shall demonstrate a billing and accounts receivable system that is well documented, auditable, Medicare, MediCal compliant, and meets industry standards. This system shall minimize effort required of patients to recover from third party payer sources for which they may be eligible. The billing system shall:

a. Include a process for partial payment forgiveness, based on a methodology approved by ICEMA.

b. Proposer shall provide examples of proposed bill, collection notices, in house and/or collection agency telephone protocols and mailers, acceptance of assignment for third party administrator(s) (TPA).

c. Proposed system for resolving disputes.

d. Identify computer system (including software) used for billing.

e. Interface with ICEMA's ePCR data system.

f. Automatically generate Medicare and MediCal statements.

g. Itemize all billed items on patient bills

h. Usual and Customary base rate.

i. Additional proposed charges (mileage, oxygen, wait time, night charge, etc.).

j. Be compliant with all International Classification of Diseases (ICD) ICD-9/10 requirements.

k. Other information relevant that will assist in evaluating proposal.

V. CONTRACT REQUIREMENTS

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. **Iran Contracting Act of 2010**

(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

3. **Representation of ICEMA**

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

4. **Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

4.5. **Contractor Primary Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract/MOU. Contractor or designee must respond to ICEMA inquiries within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance by ICEMA. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

5.6. **ICEMA Representative**

ICEMA's EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by ICEMA. ICEMA's Board of Directors must approve all amendments to this Contract.

6.7. **Change of Address**

Contractor shall notify ICEMA in writing of any change in mailing address within ten (10) business days of the change.

7.8. **Subcontracting**

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

8.9. **Contract Assignability**

Without the prior written consent of ICEMA, the Contract is not assignable by Contractor either in whole or in part.

9.10. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and ICEMA.

10.11. Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

11.12. Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

12.13. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

13.14. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

14.15. Contract Exclusivity

Although Contractor is provided exclusive ground emergency medical (ambulance) transportation exclusivity, ICEMA does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work under the terms of this Contract.

15.16. Termination for Convenience

Either party may without cause terminate this Contract upon one hundred eighty (180) days written notice of termination, provided that in the event ICEMA wishes to act pursuant to this provision; it shall first obtain the approval of the Inyo County Board of Supervisors. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination. In the event, Contractor terminates the Contract it shall make available to ICEMA the equipment needed to meet its obligations under the contract consistent with the provisions herein related to emergency takeovers [See Contract Section 28] until such time as a new contract is signed with another provider, provided that, in any event, the equipment will be returned or purchased as deemed appropriate to the original provider within twelve (12) months. *ICEMA for its convenience, and after consultation and recommendation of the Inyo Board of Supervisors, may terminate this Contract in whole or in part upon 180-calendar day's written notice. Upon receipt of termination notice, CONTRACTOR shall promptly discontinue services unless the notice directs otherwise.*

ICEMA for its convenience may terminate this Contract in whole or in part upon 180-calendar day's written notice. Upon receipt of termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise. (delete) .

16.17. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Section V, Paragraph B - Indemnification and Insurance Requirements.

17.18. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

18.19. Venue

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

19.20. Licenses, Permits, and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify ICEMA immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Contract.

20.21. Prevailing Wage Laws

By its execution of this Contract, Proposer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work."

If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold ICEMA, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

21.22. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify ICEMA within one (1) working day, in writing and by telephone.

22.23. ICEMA Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies 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. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents 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.

23.24. Conflict of Interest and Political Reform Act Obligations

Contractor shall make all reasonable efforts to ensure that no ICEMA officer or employee, Inyo County officer or employee, whose position in Inyo County or ICEMA enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

During the term of this Contract Contractor shall not act as a Contractor or perform services of any kind for any person or entity whose interests' conflict in any way with those of the County of Inyo, County of San Bernardino and/or ICEMA. Contractor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before ICEMA in which the Contractor has a financial interest as defined in Government Code Section 87103, Contractor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County of Inyo, County of San Bernardino and/or ICEMA.

"Contractor" means an individual who, pursuant to a contract with a state or local agency:

- a. Makes a governmental decision whether to:
 - 1) Approve a rate, rule or regulation;
 - 2) Adopt or enforce a law;
 - 3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4) Authorize Inyo County, San Bernardino County and/or ICEMA to enter into, modify, or renew a contract provided it is the type of contract that requires Inyo County, San Bernardino County and/or ICEMA approval;
 - 5) Grant Inyo County, San Bernardino County and/or ICEMA approval to a contract that requires Inyo County, San Bernardino County and/or ICEMA approval and to which the Inyo County, San Bernardino County and/or ICEMA is a party, or to the specifications for such a contract;

- 6) Grant Inyo County, San Bernardino County and/or ICEMA approval to a plan, design, report, study, or similar item;
 - 7) Adopt, or grant Inyo County, San Bernardino County and/or ICEMA approval of, policies, standards, or guidelines for the Inyo County, San Bernardino County, or for any subdivision thereof; or
- b. Serves in a staff capacity with ICEMA and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for ICEMA that would otherwise be performed by an individual holding a position specified in ICEMA's Conflict of Interest Code.

ICEMA has determined that the Contractor will not be "making a government decision" or "serving in a staff capacity" in the performance of its obligations under this Contract, and therefore no disclosure is required.

24.25. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by an ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to ICEMA's EMS Administrator. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

25. Employment of Former Inyo County, San Bernardino County or ICEMA Officials

Contractor agrees to provide or has already provided information on former Inyo County, San Bernardino County or ICEMA administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Inyo County, San Bernardino County or ICEMA administrative officials who terminated Inyo County, San Bernardino County or ICEMA employment within the last five (5) years and who are now officers, principals, partners, associates, members or employees of proposer.

The information also includes the employment with or representation of Contractor. For purposes of this provision, "Inyo County, San Bernardino County or ICEMA administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer, Administrator or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

26. Improper Influence

Proposer shall make all reasonable efforts to ensure that no individual, Inyo County, San Bernardino County, or ICEMA officer, or employee, whose current or previous position in Inyo County, San Bernardino County, or ICEMA enables him/her to influence on behalf of Proposer any award of the Contract or any competing offer or, shall have any direct or

indirect financial interest resulting from the award of the Contract, or shall have any relationship to the Proposer or office or employee of the Proposer.

27. **Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, ICEMA, *after consultation with Inyo County*, determines that Proposer has *intentionally* made a material misstatement or misrepresentation or that materially inaccurate information, *in the performance of this Contract*, has been provided to ICEMA *or Inyo County*, this Contract may be immediately terminated. If this Contract is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

28. **Inaccuracies or Misrepresentations**

If in the administration of a contract, ICEMA, *after consultation with Inyo County*, determines that Contractor has intentionally made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to ICEMA during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

29. **Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Contract shall be considered property of ICEMA (). All such items shall be delivered to ICEMA under the terms as outlined in Contractor's Contract, unless otherwise directed by ICEMA. Contractor may retain copies of such items.

30. **Copyright**

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge ICEMA as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with ICEMA prior to publication.

31. **Release of Information**

No news releases, advertisements, public announcements or photographs arising out of *a dispute with performance of duties under this Contract* or Contractor's relationship with ICEMA may be made or used without prior written approval of *all parties*.

32. **Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

33. **Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and

the Contractor's employees, while performing service for ICEMA, on Inyo County property, or while using Inyo County or ICEMA equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for ICEMA on Inyo County property, or using Inyo County or ICEMA equipment, of ICEMA's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for ICEMA.

ICEMA may terminate for default or breach of this Contract and any other contract, the Contractor has with ICEMA, if the Contractor or Contractor's employees are determined by ICEMA not to be in compliance with above.

34. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within 24 hours, give notice thereof, including all relevant information with respect thereto, to the other party.

35. Disclosure of Criminal and Civil Proceedings

ICEMA reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last 10 years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's activities, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last 10 years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the

response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances rather than language that could be construed as mandating in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

36. Environmental Requirements

In accordance with policies, ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with ICEMA. The policy also requires Contractors to use both sides of paper sheets for reports submitted to ICEMA whenever practicable.

Although ICEMA has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize request and encourage Contractors that to reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist ICEMA in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report ICEMA's environmentally preferable purchases using Attachment I. Service providers are asked and encouraged to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

37. Employment Discrimination

During the term of the Contract, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

38. Debarment and Suspension

The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as required by Executive Order 12549.

39. Informal Dispute Resolution

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

40. **Iran Contracting Act**

Iran Contracting Act of 2010, Public Contract Code sections 2200 et seq. (Applicable for all Agreements of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the Contract is signed, the Proposer signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202e engaging in investment activities in Iran described in subdivision (a) of the Public Contract Code section 2202.5 or as a person described in subdivision (b) of the Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing agreement, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

41.40. **Records**

Proposer shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Proposer's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

43. **American-Recovery and Reinvestment Act Funding (ARRA)
Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to ICEMA for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact ICEMA if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that ICEMA may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by ICEMA pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.uscontractorregistration.com> and may be required to have its subcontractors also register in the same database. Contractor must contact ICEMA with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that ICEMA may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by ICEMA pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

44. Personally Identifiable Information

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless Inyo County, its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and ICEMA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Inyo County, San Bernardino County and/or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to Inyo County, San Bernardino County and/or ICEMA's "active" as well as "passive" negligence but does not apply to Inyo County, San Bernardino County and/or ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County, its authorized officers, employees, agents and volunteers and ICEMA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Inyo County, San Bernardino County and/or ICEMA to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and/or ICEMA, its officers, employees, agents, volunteers, Contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against Inyo County, San Bernardino County and/or ICEMA.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Inyo County, San Bernardino County and/or ICEMA.

Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and Inyo County, San Bernardino County and/or ICEMA or between Inyo County, San Bernardino County and/or ICEMA and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish Certificates of Insurance to ICEMA's department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without 30 days written notice to the department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by San Bernardino County's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by San Bernardino County's Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA has the right but not the obligation or duty to cancel the Contract. In addition, Inyo County or ICEMA may obtain insurance if either deems necessary and any premiums paid by Inyo County and/or ICEMA will be promptly reimbursed by the Contractor or Inyo County and/or ICEMA payments to the Contractor(s)/Applicant(s) will be reduced to pay for Inyo County and/or ICEMA purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by ICEMA. The San Bernardino County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of Inyo County, San Bernardino County and/or ICEMA. In addition, if San Bernardino County's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Inyo County,

San Bernardino County and/or ICEMA, inflation, or any other item reasonably related to Inyo County's, San Bernardino County's and/or ICEMA's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of Inyo County, San Bernardino County and/or ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Inyo County, San Bernardino County and/or ICEMA.

2. **Insurance Specifications**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by San Bernardino County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such providers are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

Cyber Liability Insurance

Contractor, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

Environmental Agreements

In addition to the Basic Requirements/Specifications for all agreements, any agreement that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.

- a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the agreement project. The required additional insured endorsement shall

protect Inyo County, San Bernardino County, and/or ICEMA without any restrictions.

- b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.
3. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of ICEMA. All proposals received are subject to the "California Public Records Act". While Inyo County, San Bernardino County and ICEMA take every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

B. Proposal Presentation

1. All proposals must be submitted on 8½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. A total of six (6), one (1) original and five (5) copies, of the complete proposal must be received by the deadline for receipt of proposal specified in Section II - Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title,

and Proposal due date. The original should be a complete package, including two (2) copies of the financial documents labeled "PROPRIETARY" in a separate envelope marked as such (copies must not contain the financial documents).

3. Hand carried proposals may be delivered to the address identified in Section I. Paragraph F - Correspondence, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by San Bernardino County and ICEMA. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

ICEMA reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests, the County of Inyo and its citizens.

C. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page**

Attachment A is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

2. **Table of Contents**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. **Statement of Experience**

Include the following in this section of the proposal:

- a. Name of the Proposer and legal entity such as corporation, partnership, etc.
- b. Number of years the Proposer has services under the present identity, as well as related prior identities.
- c. A statement that the Proposer has a demonstrated capacity to perform the required services.

4. **Minimum Proposer Requirements**

Complete, initial, and sign Attachment B.

5. **Exceptions to RFP**

Complete Attachment C.

6. **Statement of Certification**

Include the following on Attachment D:

- a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
- b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or Competitor for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.

- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
- f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

7. **References**

Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.

8. **Proposal Description**

Provide a detailed description of the proposal being made.

- a. The proposal should address, but is not limited to, all terms in Section IV - Scope of Work.
- b. The proposal should include the following:
 - 1) A brief synopsis of the Proposer's understanding of ICEMA, the County of Inyo and its citizen's needs and how the Proposer plans to meet these.
 - 2) A concise statement of the services proposed.
 - 3) An explanation of any assumptions and/or constraints.
 - 4) Any proposed alternative delivery system(s), innovation that improves levels of prehospital care, performance times, etc.
 - 5) Specific costs of Second-Out redundancy.

9. **Organization Chart**

Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed service.
- b. Proposer's name and key staff name for each role identified in the chart.

10. **Work Plan and Schedule**

Include the following:

- a. Summary of management deployment shift schedules, and process/capitalization implementation timelines;
- b. Work/shift schedule(s) and phases e.g. recruitment, facilities, technology, billing, process and, if necessary, build out.

11. **Statement of Qualifications**

Include the following in this section of the proposal:

- a. Number of years the Proposer has provided similar services under its present, as well as prior provider identities.
- b. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform this Contract.
- c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who ICEMA can call in order to verify the quality of services your organization/firm has provided.

- d. Proposer must provide any Annual Report it generates for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners/chief management/board of directors/ etc. and the Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the provider is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the provider's current financial status.

12. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A.20 - Licenses, Permits and/or Certifications as an attachment to the proposal.

13. Cost

Complete proposed pricing on Attachment F.

14. Employment of Former Inyo County, San Bernardino County or ICEMA Officials

Provide information on former Inyo County, San Bernardino County or ICEMA administrative officials (as defined below) who are employed by or represent proposer. The information provided must include a list of former Inyo County, San Bernardino County or ICEMA administrative officials who terminated Inyo County, San Bernardino County or ICEMA employment within the last five (5) years and who are now officers, principals, partners, associates, members or employees of the proposer's and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation for proposer. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

15.14. Insurance

Submit evidence of ability to insure as stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

VII. EVALUATION AND AWARD

A. General

Proposals will be subject to an individual review process with active participation of Inyo County representatives which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. Reference checks

B. Evaluation Criteria

1. **Initial Review (Pass/Fail)** - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
 - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
 - b. Proposers must meet the Minimum Proposer Requirements as outlined in Section I, Paragraph D - Minimum Proposer Requirements. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by ICEMA to be immaterial or inconsequential, ICEMA may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or ICEMA may elect to waive the deficiency and accept the proposal.
2. **Technical Review (300 points or 60%)** - Proposals meeting the above requirements will be evaluated by ICEMA with active participation of Inyo County representatives on the basis of the following criteria:
 - a. System Deployment Plan (100 points)
 - b. Fiscal Strength (60 points)
 - c. Equipment, maintenance and management (50 points)
 - d. Billing & collection programs (40 points)
 - f. Evidence of and commitment to disaster/multi-victim preparedness (30 points)
 - g. Administration and operations (20 points)
3. **Cost Evaluation (150 points or 30%)** - The primary consideration will be the effectiveness of Proposer in the delivery of the services based on demonstrated performance. Other factors may include contract amendments, level(s) of service proposed, or the track record of proposer and/or subcontractors to deliver services as were contracted.
4. **Bonus Points for "Innovation" (50 points or 10%)** - Proposers may be awarded bonus points to a maximum of 50 points for innovation that provides Inyo County citizens' with improved level of prehospital care, response time performance, additional resources, etc.

C. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the Successful Bidder will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. Inyo County representatives shall actively participate in the selection process.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the San Bernardino County Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

ICEMA's Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of ICEMA's Purchasing Agent shall be deemed final.

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ATTACHMENT A - COVER PAGE

PROPOSER'S NAME *(name of firm, entity, or organization)*:

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

WEBSITE: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation

Partnership

Proprietorship

Joint Venture

Other (explain): _____

If Corporation,

Date Incorporated: _____

State Incorporated: _____

States Registered in as foreign corporation: _____

PROPOSERS SERVICES OR ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B - MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective Proposers.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Have no record of unsatisfactory contract performance in providing ground emergency medical (ambulance) transportation ambulance transportation. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.		
2.	Be independent Provider(s) with no ties to any providers listed in the "Scope of Work" section of this document (Section IV).		
3.	Have the ability to maintain adequate files and records and meet statistical reporting requirements.		
4.	Have the administrative capability to provide and manage proposed services and to ensure an adequate audit trail.		
5.	If applicable, Proposer shall provide audited financial statements, from a Federal or State licensed financial institution authorized to conduct business in California, annual reports to shareholders (last five years), SEC 10K, 10Q, 8K (most recent 4 quarters) forms. In addition, Proposer shall provide most recent credit rating from each rating agency that has issued a rating for Proposer within the last 120 days (from date of submission).		
6.	Proposer must be able to demonstrate the ability to provide EMS service as described in the Scope of Work (Section IV) through either three (3) years' experience or other means as determined satisfactory by ICEMA.		
7.	Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.		
8.	Meet other presentation and participation requirements listed in this RFP.		

SIGNED _____

PRINT NAME _____

TITLE _____

DATE _____

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ATTACHMENT C - EXCEPTIONS TO RFP

PROPOSER NAME _____

ADDRESS _____

TELEPHONE # () _____ FAX # () _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page
number, as applicable. Be specific about your objections to content, language, or omissions. Add as many
pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

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ATTACHMENT D - STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to ICEMA.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		

ATTACHMENT E - REFERENCES

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

*Enter "Present" if still providing the services (Example: 10/08/03/present).

ATTACHMENT F - COST

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ATTACHMENT G - CONTRACTOR NONDISCLOSURE AGREEMENT

Inyo County, San Bernardino County and ICEMA have legal and ethical responsibilities to safeguard the privacy of all _____ and to protect the confidentiality of their _____ information. In the course of its relationship with [name of CONTRACTOR] and/or its employees and/or agents may come into possession of confidential information, even though it may not be directly involved in providing _____ services.

In consideration of, and as a condition to, its business relationship with [name of CONTRACTOR] and its employees and/or agents will hold the following information ("confidential information") in strictest confidence:

1. Any information supplied by _____ or its affiliates;
2. Any information which is the direct or indirect result of [name of CONTRACTOR]'s services provided; and
3. Any information about _____ or its affiliates' operations, or services.

No confidential information shall be disclosed except to employees of [name of CONTRACTOR] who need to know it to fulfill [name of CONTRACTOR/contractor]'s obligations to _____ or to authorized representatives of _____. At any time, upon request of _____, [name of CONTRACTOR] will return promptly all embodiments of confidential information in a form acceptable to _____ without retaining any copies thereof. Furthermore, [name of CONTRACTOR] will not sell, share, discuss, assign, transfer, or otherwise disclose any confidential information outlined above with any other individuals or entities and will not use the confidential information for any purpose other than providing the mutually agreed upon services. It is understood that "confidential information" does not include information which:

1. Generally becomes available to the public other than as a result of disclosure by [name of CONTRACTOR] or _____
2. Was available to [name of CONTRACTOR] on a non-confidential basis prior to its disclosure by _____.

At all times during the term of [name of CONTRACTOR]'s agreement with _____ and thereafter, [name of CONTRACTOR] and its employees and agents shall protect the confidential information from unauthorized use or disclosure and otherwise abide by the terms of this agreement.

Signature of CONTRACTOR

Date

ATTACHMENT H - PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

	Items Completed	Page (s)
1.	Attachment A - Cover Page	
2.	Attachment B - Minimum Proposer Requirements	
3.	Attachment C - Exceptions to RFP	
4.	Attachment D - Statement of Certification	
5.	Attachment E -- References	
6.	Attachment F -- Cost	
7.	Attachment G - Contractor Nondisclosure Agreement	
8.	Attachment H - Proposal Checklist	
9.	Licenses, Permits, and/or Certifications	
10.	Financial Documents	
11.	Critical Incident Stress Briefing Procedure	
12.	QI Plan	

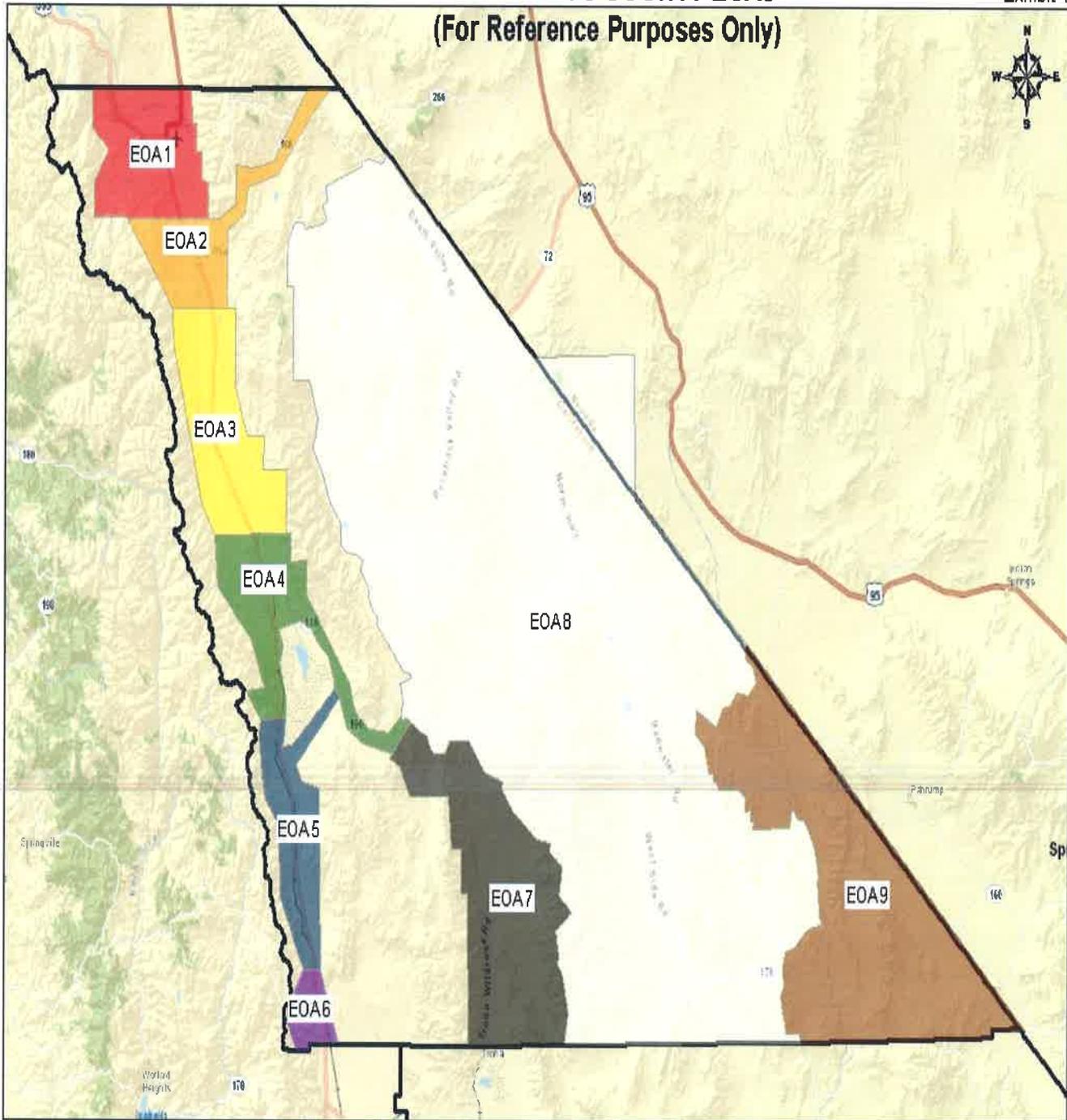
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EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	

DRAFT

**MAP OF INYO COUNTY EOAs
(For Reference Purposes Only)**

Exhibit 1



0 3 6 12 18 24 Miles

|||||

ICEMA, Census and public data.

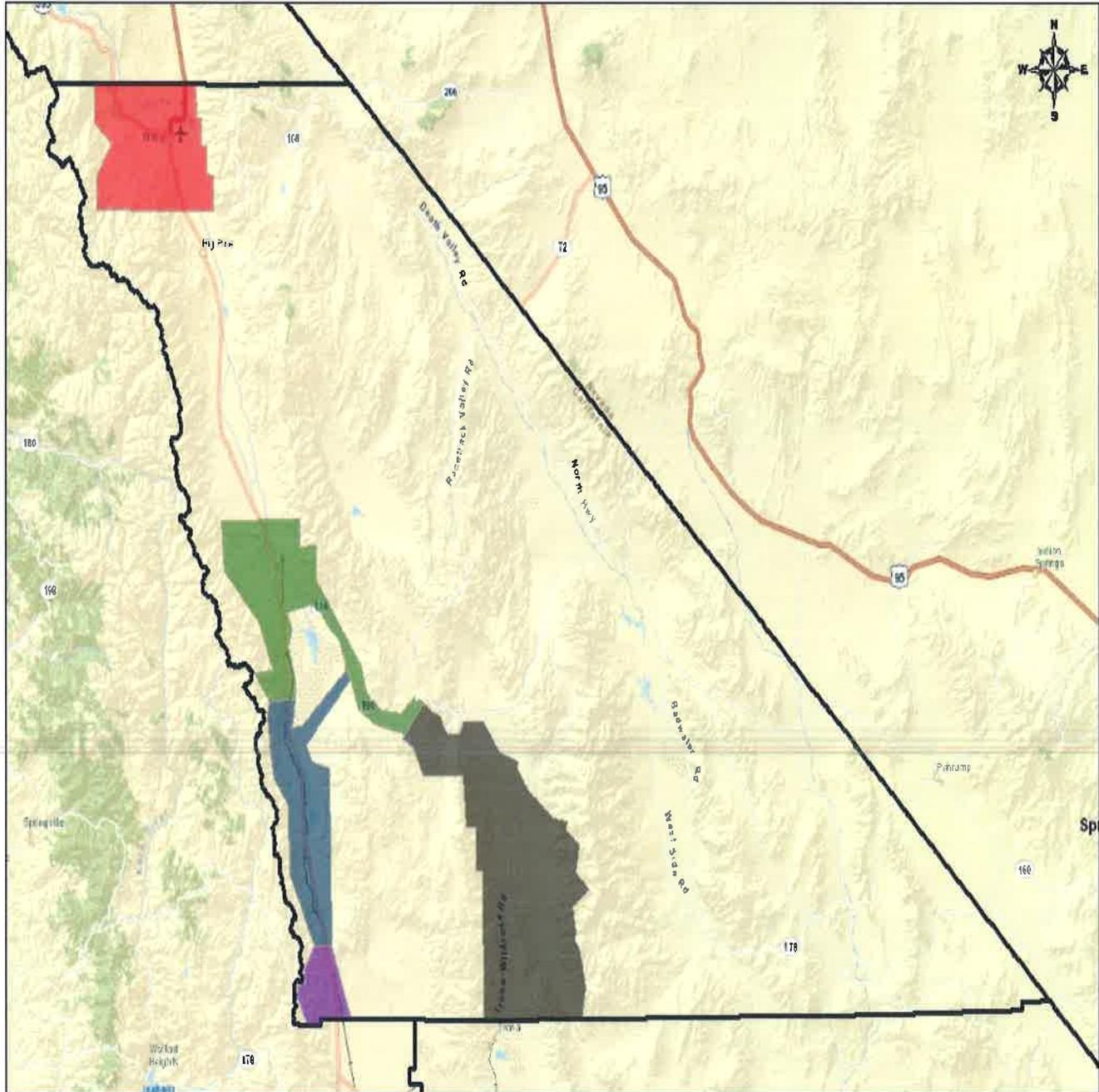
Compiled 3/24/2015, PW.

**MAP OF INYO COUNTY EOAs
(For Reference Purposes Only)**

- EOA 1
- EOA 2
- EOA 3
- EOA 4
- EOA 5
- EOA 6
- EOA 7
- EOA 8
- EOA 9

MAP OF INYO COUNTY EOA RESPONSE TIMES

Exhibit 2



0 3 6 12 18 24 Miles

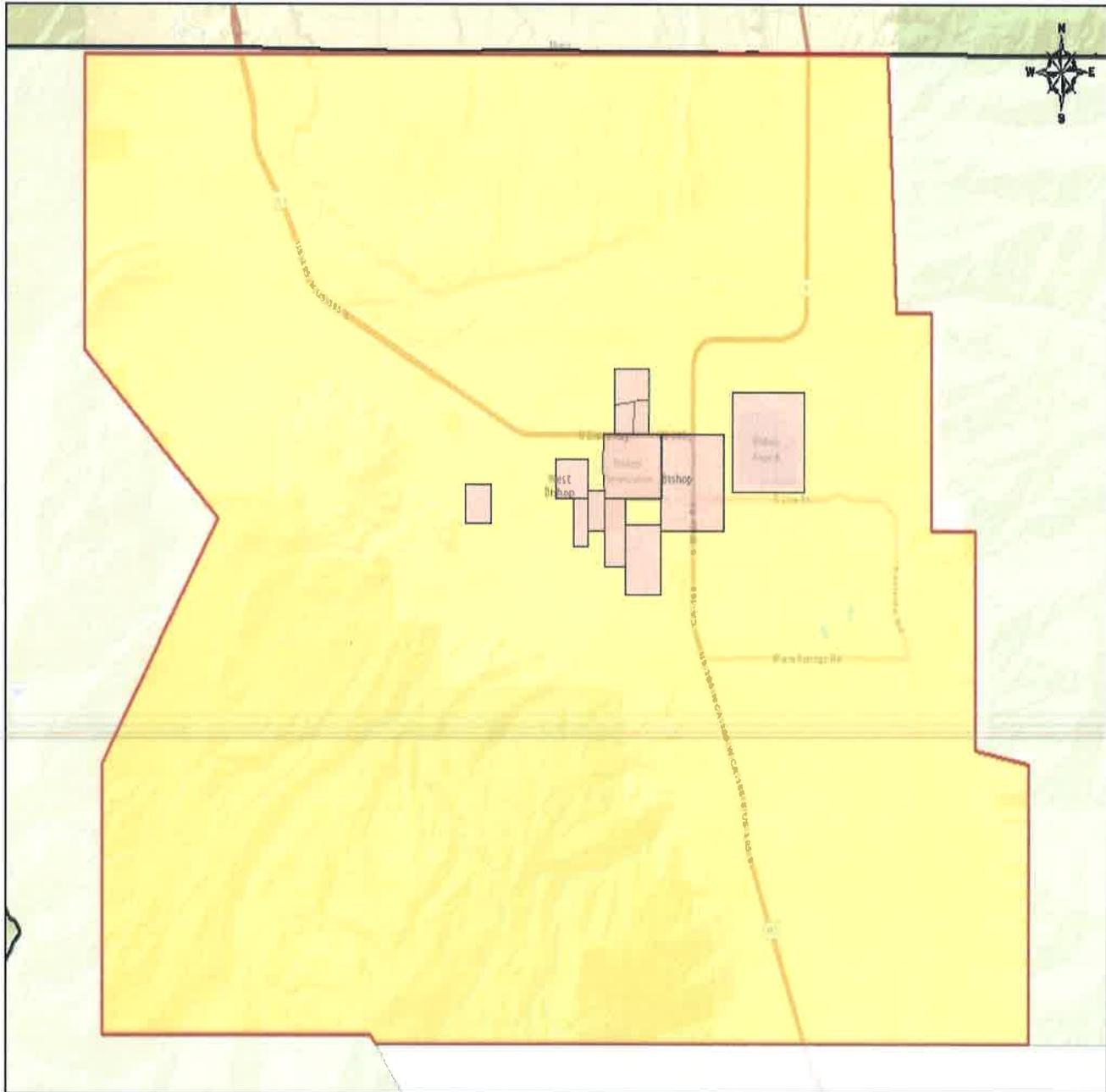
ICEMA, Census and public data.
Compiled 3/24/2015, PW.

**MAP OF INYO COUNTY
EOA RESPONSE TIMES**

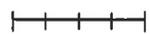
- EOA 1 (Multiple, See Exhibit 3)
- EOA 4 (99:59)
- EOA 5 (99:59)
- EOA 6 (99:59)
- EOA 7 (99:59)

MAP OF EOA 1 RESPONSE TIMES

Exhibit 3



0 1.25 2.5 Miles



MAP OF EOA 1 RESPONSE TIMES

ICEMA, Census and public data. Compiled 3/24/2015, PW.

- Response Time 9:59
- Response Time 99:59
- Response Time 29:59
- EOA Boundary

EXHIBIT 4 - SAMPLE CONTRACT

**CONTRACT BETWEEN
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AND**

**FOR
INYO COUNTY EXCLUSIVE OPERATING AREA _____
GROUND EMERGENCY MEDICAL (AMBULANCE)
TRANSPORTATION SERVICES**

This Contract is entered into by and between the **Inland Counties Emergency Medical Agency** (hereinafter referred to as "**ICEMA**") and _____ (hereinafter referred to as "**CONTRACTOR**").

WHEREAS, ICEMA, a Joint Powers Authority, is the governing body for Emergency Medical Services ("EMS") programs within the counties of San Bernardino, Inyo and Mono and is the local emergency medical services agency pursuant to California Civil Code 1797.200, and;

WHEREAS, California Health and Safety Code, Division 2.5, Section 1797.218, gives the local emergency medical services agency (LEMSA), ICEMA, the authority to authorize an Advanced Life Support (ALS) program which provides services utilizing Emergency Medical Technicians - Paramedics (EMT-Ps) and Mobile Intensive Care Nurses (MICN) for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transports (IFTs), while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital, and,

WHEREAS, California Health and Safety Code, Title 22, Division 2.5, Sections 1797.224 and 1797.226 give ICEMA the authority to establish Exclusive Operating Areas (EOAs) into its EMS transport system, and,

WHEREAS, ICEMA has established EOAs within Inyo County for Ground Emergency Medical (Ambulance) Services and CONTRACTOR's proposal was selected in a Request for Proposal (RFP) process, and is willing to provide said services within Inyo County EOA ____, and,

WHEREAS, CONTRACTOR provides emergency ambulance Basic Life Support (BLS) and/or Advance Life Support and/or Specialized Care Transport (SCT) services pursuant to the EMS Act in the area(s) referred to herein as Exclusive Operating Area (EOA) ____, as described in Exhibits _____ and which are incorporated herein as if fully set forth, and,

WHEREAS, the parties hereto acknowledge and agree that execution of this Contract constitutes notice, in accordance with ICEMA's EMS Plan, that the EOA(s) being served under this Contract shall lose its/their non-competitive status, if applicable, at expiration or termination of this Contract, and,

WHEREAS, the CONTRACTOR recognizes and agrees that Inyo, Mono, and San Bernardino Counties EMS systems are under the medical direction (Medical Control) and management of ICEMA, its EMS Administrator, and its Medical Director, and,

WHEREAS, the parties hereto will utilize the best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

WHEREAS, the CONTRACTOR agrees to comply with the terms and conditions as expressed herein:

NOW, THEREFORE, CONTRACTOR does agree as follows:

1. DEFINITIONS

Advanced Life Support (ALS) - Any definitive prehospital emergency medical care role in accordance with State regulations, which includes all of the specialized care services as defined in California Health and Safety Code, Section 1797.52.

ALS Ambulance - An emergency ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities in compliance with ICEMA protocols/policies, authorized by ICEMA, and permitted by the County of Inyo.

Ambulance - Any vehicle specially constructed, modified or equipped, and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical staff has a minimum two (2) Emergency Medical Technicians (EMTs) certified in Basic Life Support or (1) EMT certified in Basic Life Support and (1) Emergency Medical Technician - Paramedic (EMT-P) licensed and accredited in ALS.

Basic Life Support- Any definitive prehospital emergency medical care role, in accordance with State regulations, which includes all of the care services as defined in California Health and Safety Code, Section 1797.60.

BLS Ambulance - An emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by the Inyo County.

Cancelled Call - Any request for response 9-1-1 or interfacility transport (IFT) which was cancelled prior to arrival of an emergency ambulance and/or first responder. For purposes of measuring compliance, a Cancelled Call shall mean a 9-1-1 response.

Computer Aided Dispatch (CAD) - An electronic system used emergency response dispatchers to log, track and assign calls for service.

Critical Failure - Failure of personnel, equipment, aircraft, component, etc., of CONTRACTOR's resources/operation(s) that leads to or causes CONTRACTOR to be unable to respond EMS Aircraft or fulfill CONTRACTOR's service obligation(s) as identified in this Contract.

Emergency Ambulance - Any publicly or privately owned or operated vehicle licensed by the Commissioner of the California Highway Patrol when used in response to emergency calls, and/or licensed pursuant to Chapter 2.5 (commencing with Section 2500) for the primary purpose of medical transportation of the sick and/or injured.

Emergency Medical Dispatcher (EMD) - A professional dispatcher certified through the Association of Public-Safety Communications Officials International (APCO) or the National Academies of Emergency Dispatch tasked with the gathering of information related to medical emergencies, the provision of

assistance and instruction by voice, prior to the arrival of EMS, and the dispatching and support of EMS resources responding to any emergency request for response.

Emergency Medical Technician - An individual whose scope of practice to provide ALS is according to standards specified in the California Health and Safety Code, Section 1797.60 - 1797.97, and who has a valid California certificate.

Emergency Medical Technician - Paramedic (EMT-P) - An individual whose scope of practice to provide ALS is according to standards specified in the California Health and Safety Code, Section 1797.50 - 1797.97, and who has a valid California license and ICEMA accreditation.

Employee (Personnel) - Those providing services under this agreement to realize its purpose. In using the words "employee," "employees," "personnel" or "employment" in this agreement ICEMA acknowledges that the provision of services under this agreement is in some instances provided by "volunteers" who are not compensated for their service and do not fit a legal definition of "employee." The use of the words "employee" or "employees" or "personnel" or "employment" is not intended to convert the legal status of "volunteers" to "employees" nor require such conversion.

Exclusive Operating Area (EOA): - An area created by the local emergency medical services agency (LEMSA) that restricts operations in an EMS area or subarea defined by the EMS Plan.

Force Majeure - Flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of the due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.

Fractile Response Time - A method of measuring response times in which applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (e.g., 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.

Interfacility Transfer (IFT) - An ambulance transportation of a patient between two (2) medical facilities or between medical facility and rehabilitation, home, treatment appointment, etc.

Medical Control - The medical direction and management of EMS Contractors and the licensed physician under whom they practice. For the purposes of this Contract, medical control is ICEMA's Medical Director.

Mobile Hot Spot - A device that creates an area of Wi-Fi coverage allowing nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices and a cellular data network.

Mobile Intensive Care Nurse (MICN) - A Registered Nurse (RN) who has met all ICEMA requirements for "MICN" designation and authorized by the ICEMA Medical Director to provide ALS services or to issue physician directed instructions to EMS field personnel, during transport operations aboard an ambulance according to ICEMA developed standardized procedures and consistent with statewide guidelines.

Multi-casualty Incident (MCI) - An incident consisting of five (5) or more vehicles or patients requiring assessment, care and/or transportation.

Mutual Aid - A request, originating outside of CONTRACTOR's EOA, for EMS. The request shall be initiated through ICEMA's designated communication dispatch centers, public safety enforcement agencies, ICEMA or the Inyo County Health Officer.

Post - The act of submitting an ePCR to ICEMA's data system or, the act of deploying a system unit (ambulance or first responder vehicle) to a specific geographical point or area.

Professional Conduct - While it is impractical to convey all nuances of what is acceptable professional conduct, ICEMA retains the authority to discipline those individuals and/or CONTRACTOR's, that in ICEMA's opinion violated professional conduct behaviors and/or characteristics while on-duty and/or performing duties.

Provide, Operate, or Furnish - To perform, make available or utilize either directly through CONTRACTOR's personnel and resources or through subcontracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies.

Public Service Answering Point (PSAP) - A designated agency at which 9-1-1 calls are first received. "Secondary" PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.

Service Delivery Plan (SDP) - A plan submitted to ICEMA by CONTRACTOR that identifies specific locations of ALS resources, ambulances, post locations, or CONTRACTOR dispatching procedures. The plan must also include the number of locations of vehicles to be deployed during each hour of the day, each day of the week for coverage and the minimum number of unit hours necessary to provide services under this Contract.

Special Event Services - *Any situation where a previously announced event places a group or gathering of people in a general locale sufficient in number, or subject to activity that creates the need to have EMS and/or (1) or more ambulances at the site.*

Specialty Care Transport (SCT) - Interfacility Transport of a critically injured or ill patient by an ambulance vehicle, that is beyond the scope of EMT-P and/or requires specialized equipment.

Strike Team - An organized group of personnel and equipment consisting of (5) ambulances (an approved vehicle and 2 personnel each), with common communications and a Leader.

Strike Team Leader - An individual who has successfully completed an ambulance strike team leader course and has been issued and possess a current non-expired EMSA "Ambulance Strike Team/Medical Task Force Leader" qualification card.

Units - Ambulances and/or response vehicles

Wi-Fi Alliance (Wi-Fi) - A trademark and brand name for products using the IEEE 802.11 family of standards for wireless connecting electronic devices to the internet via a wireless network access point.

2. TERMS OF CONTRACT

The Contract period will be for a ten (10) year period beginning on _____ through _____. This Contract shall commence when executed by the parties and continue in effect until _____, unless earlier terminated pursuant to this Contract. If ICEMA determines that CONTRACTOR has satisfactorily performed all obligations herein and satisfied authorization standards, ICEMA shall have the option to extend the term of this Contract two (2) additional one (1) year terms, upon written notice to and written agreement by CONTRACTOR, under the terms and conditions provided herein.

In the event that CONTRACTOR is temporarily unable to meet the terms of this Contract, CONTRACTOR shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this Contract, ICEMA's EMS Administrator shall promptly notify CONTRACTOR.

3. SCOPE OF SERVICE

3.01 Emergency Ambulance Services - CONTRACTOR shall provide sufficient resources to ensure availability and response to all requests originating within their service area for emergency ambulance response on a continuous twenty-four (24) hour per day basis

3.02 Critical Care Transport Services - CONTRACTOR may provide CCT service within the EOA for those calls requiring such services upon approval by ICEMA. Specialized CCT services, such as high-risk pregnancy, neonate, etc., may be authorized to operate in expanded geographic areas based on need and necessity.

3.03 EMS Aircraft - CONTRACTOR does not have the right to provide air ambulance or air rescue services by virtue of this Contract.

3.04 Standby Special Event Services - CONTRACTOR may provide standby special event services. ICEMA expressly states that special events services are not subject to the EOA.

3.053.04 Specialized Emergency Medical Care Services - CONTRACTOR may provide specialized emergency medical care services upon approval of ICEMA.

4. MEDICAL CONTROL

4.01 Medical Control Authority - CONTRACTOR acknowledges that the ICEMA Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of emergency ambulance services are maintained within the ICEMA region; and that the Medical Director has the authority for establishing the required drug inventories and medical protocols and that CONTRACTOR, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols and applicable county ordinances and state laws.

4.02 Adherence to Medical Control Standards - CONTRACTOR acknowledges that ICEMA has an established system of medical control through the ICEMA Medical Director. The CONTRACTOR shall adhere to the standards of medical control established by ICEMA.

4.03 Compliance with Laws and Policies - CONTRACTOR shall comply with the all ICEMA policies and protocols and applicable local County ordinances.

5. CONTRACTOR RESPONSIBILITIES

- 5.01 Base Hospital Assignment** - CONTRACTOR shall utilize the assigned base hospital for coordination and medical direction.
- 5.02 Personnel, Equipment and Materials Required** - CONTRACTOR shall provide the personnel, equipment and materials necessary to provide advanced life support and other services as described herein to persons in need thereof within their designated EOA. CONTRACTOR's obligations are set forth in detail in the provisions of this Contract.
- 5.03 In-Service Training Required** - CONTRACTOR shall provide or contract for employee in-service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies within the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and Incident Command System training.
- 5.04 EMS System Interaction** - CONTRACTOR shall participate regularly in all aspects of development of the local EMS system including, but not limited to:
- A. "Treat and release" and "alternate destination" programs as established by ICEMA
 - B. Expanded scope of practice treatment and equipment programs
 - C. First Responder, EMT, EMT-P, MICN, Base Hospital physician and CONTRACTOR dispatcher education and training, and ride-along programs
 - D. Disaster exercises and drills
 - E. Continuing education programs
- 5.05 Policies and Working Relations** - CONTRACTOR shall develop and maintain personnel policies and patient care policies that are conducive to enhancements to patient care and provide a safe working environment for all employees.
- 5.06 Professional Conduct of Personnel** - CONTRACTOR shall ensure courteous conduct and professional appearance of its personnel at all times.
- 5.07 Professional Equipment and Facilities** - CONTRACTOR shall maintain neat, clean, and professional appearance of equipment and facilities.
- 5.08 Continuous Quality Improvement (CQI)** - CONTRACTOR shall participate actively in and comply with the ICEMA CQI audit process, provide special training and support to CONTRACTOR's personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to ICEMA. CONTRACTOR shall submit a QI Plan and subsequent revisions and update for approval to ICEMA.
- 5.09 Implementation of ICEMA Policies** - CONTRACTOR shall cause ICEMA policies to be properly implemented in the field. Where questions related to clinical performance are concerned, CONTRACTOR shall satisfy ICEMA's requirements, CONTRACTOR shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. CONTRACTOR shall also respond to all quality improvement and incident reports in accordance with established ICEMA policies.

- 5.10 Financial Implications of Operations** - When requested, CONTRACTOR shall advise ICEMA concerning financial implications of operational changes under consideration.
- 5.11 EMT-P Preceptors** - In coordination with the approved training institutions, CONTRACTOR shall provide paramedic preceptors for prehospital training programs.
- 5.12 Expanded Scope Programs** - CONTRACTOR shall assist ICEMA in evaluating and implementing expanded scope programs for EMT-Ps, EMTs, and first responder personnel
- 5.13 Reports to ICEMA** - CONTRACTOR shall provide data, reports and records to ICEMA as set forth herein.
- 5.14 ALS Coordinator** - CONTRACTOR shall appoint at least one (1) EMT-P or MICN as ALS Program Coordinator to be the liaison with ICEMA, the assigned base hospital and receiving facilities. The ALS Program Coordinator shall participate in a quality improvement process per ICEMA policies, assist in the investigation of unusual occurrences as identified by the CONTRACTOR or ICEMA, and attend meetings as requested by ICEMA.
- 5.15 Training Officer** - CONTRACTOR shall appoint at least one (1) EMT-P or MICN as Training Officer who shall perform the necessary orientations for all new EMT-Ps and MICNs employed by the CONTRACTOR. For the purposes of this Contract, the position of Training Officer and ALS Program Coordinator may be satisfied by the same individual.
- 5.16 System Orientation** - Ensure field personnel are oriented to ICEMA's policies and protocols and competent in skill prior to being assigned to respond to emergency medical requests. Orientation shall include, at a minimum.
- A. EMS system overview
 - B. EMS policies, procedures, and protocols
 - C. Radio communications
 - D. ICEMA data system (electronic patient care record)
 - E. Map reading skills / area familiarity
 - F. CONTRACTOR's standard operating procedures (SOP)
 - G. Equipment and equipment daily checks and maintenance

6. GENERAL RESPONSIBILITIES AND DUTIES OF ICEMA

- 6.01 Monitoring and Enforcement** - ICEMA shall monitor and enforce performance under this Contract to ensure service areas covered under this Contract receive adequate emergency medical services including emergency ambulance service.
- 6.02 Medical Control** - ICEMA shall:
- A. Provide system medical control
 - B. Designate a Base Hospital to CONTRACTOR's ALS program
 - C. Provide all adopted policies/protocols and procedures relating to emergency medical care in accordance with ICEMA policy.
- 6.03 Communications** - ICEMA shall communicate as necessary with CONTRACTOR's Medical Director and/or ALS Program Coordinator and schedule periodic meetings with CONTRACTOR's Medical Director or designee to assist in assuring in the delivery of a quality EMS program in compliance with applicable laws, regulations and protocols related to emergency medical care.

- 6.04** ICEMA shall impose no duty, obligation or burden upon CONTRACTOR as an EOA ambulance contractor which is not uniformly applied to all other Contractors of EOA ambulance services nor impose any duty, obligation or burden upon CONTRACTOR that is outside ICEMA's authority pursuant to applicable laws, regulations and ordinances.
- 6.05 Compliance Reports** - ICEMA shall provide monthly compliance reports for review by the Performance Committee. This report shall contain a summary of compliance to performance standards and summary of exemptions requested and granted.
- 6.06 Annual Audit** - In addition to ICEMA's audit authority defined within this Contract, ICEMA shall conduct an annual audit to verify accuracy of performance data to include, but not limited to, response time compliance data.
- 6.07 Annual Report** - ICEMA shall provide an annual compliance report for review to the Inyo County Emergency Medical Care Committee (EMCC).
- 6.08 Competitive Bid Process** - Except as may be required under Health and Safety Code sections 1797.224 and 1797.226, ICEMA shall develop, implement, and conduct a competitive bid process for the selection of emergency ambulance CONTRACTORS to serve EOAs.

6.09 .

7. FIELD PERSONNEL

7.01 Contractor shall:

Offer employment in substantially similar positions to all incumbent personnel who are qualified, insurable, pass drug testing, pass DOJ Live Scan and background checks, and any specific job requirements.

Incumbent workforce shall retain their original hire date for purposes of seniority, bidding shifts and benefits.

Wage and benefit program shall be comparable to existing programs.

In compliance with ICEMA Reference #1090 – Criminal History Background Checks (Live Scan), any EMT and A-EMT will be required to Live Scan for ICEMA maintained for all personnel.

7.02 Employment Discrimination – *During the term of the Contract, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.*

7.027.03 Personnel Required - CONTRACTOR shall provide the personnel necessary to provide emergency ambulance services and other support services as described herein within the CONTRACTOR's EOA in compliance with ICEMA protocols, policies and applicable county ordinances and state laws.

7.037.04 Supervisory Personnel System - The CONTRACTOR shall establish a supervisory system to assure that employees are properly supervised, trained and evaluated in accordance with CONTRACTOR's policies and procedures and consistent with the ICEMA approved Quality Insurance Plan, and relevant ICEMA policies and requirements. CONTRACTOR shall maintain an employee hiring standards and practice program. Supervisory personnel shall provide field evaluation of CONTRACTOR's personnel in accordance with CONTRACTOR's quality improvement plan and relevant ICEMA policies and requirements

7.047.05 Certification and Licensure of Personnel - CONTRACTOR shall ensure that all CONTRACTOR's employees functioning as EMTs and EMT-Ps are appropriately certified, accredited and licensed by both the California EMS Authority and ICEMA.

7.05 Compensation - CONTRACTOR shall provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. CONTRACTOR is encouraged to establish programs that result in successful recruitment and retention of personnel.

7.06 Records - CONTRACTOR shall maintain, and make available to ICEMA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and subcontracted personnel used to provide services under this Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

7.06 Employee Handbook - CONTRACTOR shall develop and maintain an Employee's Handbook describing the personnel policies and procedures utilized by CONTRACTOR in its operations. A copy of the current handbook shall be made available to ICEMA upon request.

7.07 Competency and Conduct - All persons utilized by CONTRACTOR in the performance of work under this Contract shall be competent and holders of appropriate permits, licenses and certificates in their respective trades or professions. ICEMA may request and CONTRACTOR shall take action in accordance with its personnel policies and procedures to effect the removal of or take appropriate disciplinary remedial action against any certificate or license holder person utilized by the CONTRACTOR who engages in misconduct pursuant to section 1798.200 of Health and Safety Code or has action taken by ICEMA pursuant to section 100215 of Title 22, California Code of Regulations.

7.08 Infectious Disease Exposure - CONTRACTOR shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. CONTRACTOR shall ensure that such services and program pertaining to infectious disease exposures are provided in accordance with the provisions of state and local public health requirements.

7.09 Employee Assistance Program - CONTRACTOR shall assure availability to its employees an Employee Assistance Program that offers counseling services for mental health and substance abuse.

- 7.10 Peer Counseling** - The nature of work in emergency medical services produces stress in the care CONTRACTOR from one-time events (e.g., mass casualty incident) and from being continually subjected to moderately stress producing incidents. CONTRACTOR shall have available a program to provide counseling to personnel for these stresses.
- 7.11 Modification or Replacement of Services** - As it pertains to the above personnel requirements, CONTRACTOR shall maintain such services as set forth above; however, CONTRACTOR may replace or modify any such services subject to written approval by ICEMA.
- 7.12 Personnel Policies** - ICEMA may request, and CONTRACTOR shall take action in accordance with personnel policies and procedures to effect the removal of, or take appropriate disciplinary remedial action against any certificate or license holder utilized by CONTRACTOR who engages in misconduct pursuant to Section 1798.200 of the California Health and Safety Code, Section 100215 of Title 22, California Code of Regulations, or as identified Section III, Subsection (A)(19) and Subsection (N) of this Contract.
- 8. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL**
- 8.01 Certification, Licensure, Accreditation** - Field personnel are certified, licensed and accredited pursuant to the Health and Safety Code, section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the EMS system's physician leadership on issues related to patient care.
- 8.02 Personal Responsibility** - The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, collection and recording of primary data. EMS personnel are prohibited by the laws, rules and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports, CONTRACTOR dispatch records, incident reports, etc.). CONTRACTOR dispatchers and field personnel have a personal professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.
- 8.03 Management Practices** - While this Contract is a "Performance Agreement" and while the CONTRACTOR is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, CONTRACTOR is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the CONTRACTOR is expected to utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent, which might impair judgment or motor skills.
- 8.04 Personnel Identification** - CONTRACTOR shall provide visible identification of level of credential for field personnel.
- 8.05 Drug and Alcohol-Free workplace** - *In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for ICEMA, on Inyo County property, or while using Inyo County or ICEMA equipment:*

- A. *Shall not be in any way impaired because of being under the influence of alcohol or a drug.*
- B. *Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.*
- C. *Shall not sell, offer, or provide alcohol or a drug to another person.*

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for ICEMA on Inyo County property, or using Inyo County or ICEMA equipment, of ICEMA's objective of a safe, healthful and productive work place and prohibition of drug or alcohol use or impairment from same while performing such services for ICEMA.

ICEMA may terminate for default or breach of this Contract and any other contract, the Contractor has with ICEMA, of the Contractor or Contractor's employees are determined by ICEMA not to be in compliance with above.

9. FIRST RESPONDER COORDINATION

- 9.01 Re-supply** - CONTRACTOR shall provide resupply to first responder agencies (at rate equal to cost) for disposable medical supplies (BLS/ALS Standard Drug & Equipment List – Reference #7010) utilized in direct patient care where patient is transported by CONTRACTOR. CONTRACTOR shall not be obligated to resupply any first responder agency that charges patients or insurance payors a "response service fee" that includes as part of said fee cost recovery for disposable supplies.
- 9.02 Orientation Program** - CONTRACTOR shall implement and maintain a first responder orientation program designed to acquaint all hospital facilities and public safety agencies within the EOA(s) with CONTRACTOR'S equipment and response system, and shall, upon reasonable request, provide orientation presentations.
- 9.03 Stand-by Requests** - CONTRACTOR shall provide, if it does not jeopardize emergency ambulance service to the operating area, a non-dedicated unit to hazardous material incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within their EOA., *excluding special event services.*
- 9.04 Contact Number** - CONTRACTOR shall provide a contact and a telephone number to be made available to all public safety EMS agencies within CONTRACTOR's EOA. This number will be used for inquiries regarding lost equipment used in connection with a patient transported by CONTRACTOR.
- 9.05 Return of EMS Equipment** - CONTRACTOR shall make every reasonable effort to return equipment of other EMS Contractors in CONTRACTOR's possession within five (5) days. However, CONTRACTOR will not be held liable for loss of other EMS CONTRACTOR's equipment beyond their control.
- 9.06 Incident Command System** - CONTRACTOR shall coordinate pursuant to Health and Safety Code, section 1798.6 with public safety agencies that work under the Incident Command System on all emergency incidents received through the 9-1-1 system or through a request for mutual aid.

9.07 Continuing Education Programs - CONTRACTOR's internal continuing education programs authorized by the State in which CONTRACTOR issues a continuing education course number shall be made reasonably available to interested first responder personnel.

10. SERVICE AREA AND RESPONSE ZONES

10.01 Service Area Defined - A legal description of each EOA is set forth in *Attachment Exhibit 1* (Exclusive Operating Area Description). *Attachment Exhibit 2* (Exclusive Operating Area Map or Service Area Map) sets forth the area of operation in map format. In the event of a conflict between *Attachment Exhibit 1* and *attachment Exhibit 2*, *Attachment Exhibit 1* will be controlling.

10.02 Resource Requirements - CONTRACTOR shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.

10.03 Response Zones and Measurements - Response Zones are identified as urban (9:59), rural (19:59), and wilderness (99:59) as depicted in *Attachment Exhibit 2*. Response time performance calculations are measured and calculated on a fractile basis using CAD data, ePCR data where available, for Measuring EOA Compliance on a monthly and annual basis for the designated EOA incorporating any and all response zones contained within. Cancelled calls will be included in determining compliance. Non-EMS "support" vehicles e.g. supervisory, utility, etc. are not calculated for purposes of calculating response time compliance.

10.04 Mutual Aid Agreements - CONTRACTOR shall develop and implement mutually beneficial support agreements with ICEMA approved emergency ambulance Contractors within one (1) year of the effective date of this Contract. These agreements are subject to approval by ICEMA. If CONTRACTOR is unable to develop and implement mutual aid agreements, CONTRACTOR shall notify ICEMA in writing outlining reason(s) for inability to comply with this requirement. ICEMA shall assist in development and implementation of mutual aid agreements if requested.

11. RESPONSE TIME STANDARDS

11.01 Performance Requirements - The overall response time performance requirement for services under this Contract is intended to ensure that CONTRACTOR responds to and arrives at each incident with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein establish the level of response time performance required by CONTRACTOR for calls within the designated EOA as depicted in *Exhibit 2 Attachment 3* (Response Zones and Sub-response Zones).

11.02 Response Time Performance Calculation - Response times are measured and calculated on a fractile basis using CAD data, ePCR data where available, for measuring on a monthly basis for each overall EOA incorporating all response zones. Canceled calls will be included in determining compliance.

11.03 Exemptions - If CONTRACTOR thinks that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond CONTRACTOR's reasonable control, CONTRACTOR may request, in writing, that these runs be exempted from response time performance calculations and late run assessments. If ICEMA concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance and/or in assessing late-run liquidated damages. Equipment failure, CONTRACTOR dispatcher error, or lack of emergency ambulance shall not furnish grounds for release from late-run assessment or response time standards.

11.04 Reporting Requirements - CONTRACTOR shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time. This report shall include, at a minimum, the location, date, and time of said occurrence(s). CONTRACTOR will participate in quality improvement efforts relating to these instances.

11.05 Dispatch – Responses to 9-1-1 and/or 7-digit requests for emergency response shall be dispatched through ICEMA's designated communications dispatch center(s) as they exist now and may change from time to time, upon recommendation of the Inyo County Board of Supervisors.

If Contractor elects to provide secondary dispatch of ICEMA's designated communication dispatch center(s) requests to responding field units and assume direct responsibility for the management of dispatch, Contractor must submit a copy of propose dispatch program including for example, the following:

A. *Employment of required dispatch personnel*

- 1) *Organizational chart*
- 2) *Title and duties of positions*
- 3) *Salary ranges*

B. *Provisions of computer aided dispatch (CAD) system and automated vehicle location (AVL) system, once implemented by ICEMA's designated communication dispatch center(s)*

- 1) *Brand and model number of CAD*
- 2) *Capabilities (modules utilized)*
- 3) *Ability and plans to "link"*

12. DEPLOYMENT PLAN

12.01 General - CONTRACTOR shall operate its services to enhance response time performance throughout the various jurisdictions of the EOA.

12.02 Response Standards - CONTRACTOR shall be subject to any and all response time standards, which may be adopted by ICEMA with input from transporting agencies.

12.03 Plan Development - CONTRACTOR shall develop a Deployment Plan that shall be reviewed by ICEMA and adhered to by CONTRACTOR.

12.04 ICEMA Review - In addition to the aforementioned requirements, CONTRACTOR shall provide to ICEMA for review a copy of its Deployment Plan on at least an annual basis and upon implementation of changes in the System Management Plan which would result in reduction of ambulance resources or anticipated increase in response times.

12.05 Extent of Deployment Plan - A Deployment Plan may incorporate more than one EOA if the CONTRACTOR has contracted to provide service in more than one EOA.

12.06 Posting Locations - CONTRACTOR shall maintain ambulance post locations, as CONTRACTOR deems necessary.

12.07 Posting of Resources - Posting of the CONTRACTOR's units and resources shall be in accordance with CONTRACTOR's Deployment Plan.

12.08 Reassignment of Resources - A CONTRACTOR that serves multiple operating areas shall be permitted to move resources from one operating area to another operating area only if the moving of resources does not result in the operating area from which the resources are moved becoming non-compliant in that month.

- A. If upon review and analysis ICEMA determines that movement of resources from one operating area to improve compliance in an operating area causes the operating area sending resources to be out of compliance, the original out of compliance operating area shall be cited with an additional out of compliance month.
- B. The CONTRACTOR shall provide notice to ICEMA of intent to reassign resources to an operating area where additional non-compliance status would result in a Major Breach.
- C. The CONTRACTOR shall also indicate reassignment of resources in the monthly compliance report to ICEMA and provide a plan of correction.

12.09 Air, Water Pollution Control, Safety and Health – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

13. VEHICLES, EQUIPMENT AND MAINTENANCE

13.01 Minimum Vehicle Requirements - CONTRACTOR shall provide at least a minimum number of vehicles, which is defined as 120% of the vehicles required in the Deployment Plan. Each transport vehicle shall meet Federal KKK-A-1822C standards or equivalent, at time of original manufacture, except where such standards conflict with State of California standards, in which cases the State standards shall prevail. Each transport unit shall be a Type I, II or III model. All vehicles must have current CHP permits, unless exempted by CHP, and Inyo County ambulance permits.

13.02 Staffing, Equipment and Drug Requirements - CONTRACTOR shall ensure all vehicles utilized by CONTRACTOR in providing service under this Contract shall be staffed and equipped in accordance with state law and ICEMA policies.

13.03 Vehicle Replacement/Refurbish Program - CONTRACTOR shall maintain a vehicle replacement and refurbish program that ensures the replacement or refurbishing of CONTRACTOR's vehicles as set forth in CONTRACTOR's equipment replacement schedule.

13.04 Maintenance, Replacement and Reporting - CONTRACTOR shall adhere to a preventive maintenance program, equipment replacement schedule, and reporting system approved by ICEMA.

13.05 Equipment/Supplies Maintenance - CONTRACTOR shall ensure each transport vehicle meets the ambulance equipment standards of the State of California and ICEMA. At the beginning of each shift, all ambulances shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.

13.06 Restocking - CONTRACTOR shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.

13.07 Responsibility for Maintenance - CONTRACTOR shall be responsible for furnishing all

maintenance of CONTRACTOR's vehicles, on-board equipment, and facilities used by CONTRACTOR in the performance of services under the terms of this Contract.

- 13.08 Odometer Certification** - CONTRACTOR shall ensure emergency ambulance odometers are certified within ne (1) month of the effective date of this Contract and each year thereafter.
- 13.09 Vehicle Identification** - CONTRACTOR shall ensure each transport vehicle shall display the location of its operation division.
- 13.10 Operational Control** - CONTRACTOR shall maintain operational control of the ambulances used in the service of this Contract, at all times. The CONTRACTOR, and its assigned field personnel, shall be in control of the EMS vehicle at all times and must be satisfied, that their equipment is mechanically sound, properly loaded; and the weather, and any other conditions necessary for a safe response and transport are deemed acceptable.
- 13.11 Communications** - Obtain, install, and maintain backup communications in place to provide redundancy which meets the standards and/or requirement of ICEMA policies.
- 13.12 Paint Scheme** - *Obtain ICEMA approval of paint scheme and displayed lettering, verbiage, etc. that adorns the outside of CONTRACTOR's emergency response vehicles.*
- 14. STAFFING OF AMBULANCE AND RESPONSE UNITS**
- 14.01 ALS Minimum Staffing** - CONTRACTOR shall provide for staffing each ALS ambulance with a minimum of one accredited ALS and one certified BLS personnel per unit.
- 14.02 BLS Minimum Staffing** - CONTRACTOR shall provide for staffing each BLS ambulance with a minimum of two (2) certified BLS personnel per unit.
- 14.03 SCT Unit Staffing** - SCT staffing will be in accordance with ICEMA policy.
- 15. DISASTER, MULTI-CASUALTY AND INSTANT AID RESPONSE**
- 15.01 Personnel Recall** - CONTRACTOR shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in multi-casualty or disaster situations or times of peak overload.
- 15.02 Mutual Aid Response** - To the extent that CONTRACTOR may have resources available, CONTRACTOR shall respond to requests from neighboring jurisdictions and ambulance Contractors for mutual aid that require a Code 3 (lights and siren) response.
- 15.03 Declared State-of-Emergency** - During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to CONTRACTOR by ICEMA. CONTRACTOR shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, CONTRACTOR shall be exempted from response time performance requirements, including late run deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, CONTRACTOR's personnel shall perform in accordance with ICEMA medical protocols and policies. When state-of-emergency has been terminated, CONTRACTOR shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

15.04 Multi-Casualty Incidents (MCI) - Normal (i.e., not disaster related) multi-casualty incident calls rendered by CONTRACTOR shall be performed in accordance with approved ICEMA policies in support of the Incident Command System. In the course of rendering services, CONTRACTOR shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this Contract.

16. DATA COLLECTION, DOCUMENTS AND REPORTING REQUIREMENTS

16.01 CONTRACTOR shall maintain data collection and reporting systems that meet the following minimum standards:

ICEMA Data System - CONTRACTOR shall utilize ICEMA's electronic patient care record (ePCR) as is now approved, which may change from time to time, for all 9-1-1, 7-digit, and IFTs within ICEMA's area of authority. **Upon written notification from ICEMA**, CONTRACTOR will have ninety (90) days from execution of this Contract to implement ICEMA's approved ePCR data system.

If possible, CONTRACTOR personnel shall "post" record electronically to the data system prior to leaving patient destination (hospital) however in no case longer than 12 hours or end-of-shift, whichever occurs first. Data received by virtue of this requirement will be made part of the ICEMA Quality Improvement Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system. ICEMA agrees to maintain all confidential information in accordance with applicable laws and regulations, including, but not limited to, the privacy and security standards under the Health Insurance Portability and Accountability Act of 1996, as amended by Health Information Technology for Clinical and Economic Health (collectively, "HIPAA"). ICEMA shall be solely responsible for the costs arising from any breach of confidential information as a result of the actions or omissions of ICEMA.

***Ownership of Documents** – All documents, graphics, computer programs, and reports prepared by the Contractor pursuant to this Contract shall be considered the property of ICEMA. All such items shall be delivered to ICEMA under the terms outlined herein, unless otherwise directed by ICEMA, Contractor may retain copies of such items.*

***Copyright** – ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge ICEMA as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with ICEMA prior to publication*

16.02 Accuracy and completeness patient data - CONTRACTOR will assure that data is complete and accurate. For on-going problems with data submission, CONTRACTOR will submit a plan of correction.

16.03 Data Audits - ICEMA or the Inyo County Health Officer may require an audit of patient care records and response time data.

16.04 Ownership of Patient Data/Data Release

- A. CONTRACTOR AND ICEMA agree that all data and records submitted to ICEMA under the terms of this Contract, including but not limited to dispatch data and records, shall remain the property of ICEMA subject to disclosure by ICEMA pursuant to the California Public Records Act.
- B. CONTRACTOR may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and is exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, CONTRACTOR shall provide a statement as to the basis for the claim of confidentiality specifying any exemption in law (e.g. Uniform Trade Secrets Act, Civil Code section 3426 et seq.)
- C. ICEMA shall notify CONTRACTOR of any request for information. CONTRACTOR may pursue its legal remedies to prevent disclosure of such information.
- D. The Parties agree that any specific requests for EMS provider information, such as an individual ePCR, shall be referred to the CONTRACTOR for potential release within the CONTRACTOR's policy and in compliance with all applicable State and federal laws including HIPAA and the CMIA. All EMS Data generated is subject to HIPAA and the CMIA, including "need to know" and "minimum necessary" provisions of the Act and CMIA.

16.05 Financial Audits - ICEMA or the Inyo County Health Officer may require an audit of books and records of the CONTRACTOR. Such audit shall be carried out by a person selected by the CONTRACTOR and approved by ICEMA and the Inyo County Health Officer. If agreement cannot be reached on a person to perform the audit, the financial audit shall be carried out by a Certified Public Accountant selected by the ICEMA and the County Health Officer. If there is any charge, cost or fee for such an audit such shall be paid by the CONTRACTOR.

16.06 On-site Disclosure – In addition to the aforementioned reports and data, CONTRACTOR shall maintain up-to-date records and data pertaining to its services specific to Inyo County, as listed below. CONTRACTOR shall make such reports and data available for on-site review and inspection, upon request of ICEMA

- A. Services by payor source
- B. Services provided by category (e.g., ALS, BLS and mileage) and by financial class.
- C. Services by date of service.
- D. Collections by payor source.

17. COMPENSATION TO PROVIDER

17.01 Compensation - As compensation for the services, equipment, and materials furnished under this Contract, PROVIDER shall receive the following as full compensation:

- A. Market rights as specified herein
- B. Income from fee for service billing and other reimbursement mechanisms as specified.

17.02 Exclusivity - In consideration for all of the services, equipment, materials, and supplies to be furnished by PROVIDER, the ICEMA Governing Board has designated CONTRACTOR as an exclusive provider of ambulance services within the geographical areas defined by this Contract. CONTRACTOR and ICEMA agree that said designation shall begin on the effective date of this Contract and shall continue throughout the term of this Contract, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other

provisions for CONTRACTOR compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this Contract to compensate, reimburse, or otherwise pay CONTRACTOR for services provided to medically-indigent patients. Nothing in this section shall effect Inyo County's obligation to pay for services to medically indigent patients. Nothing in this Contract is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

- 17.03 User Fees Rate Adjustment** - CONTRACTOR acknowledges that ICEMA has the authority to determine rates for services provided under this Contract and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this Contract unless modified or adjusted pursuant to process as defined in ICEMA Policy #5080.
- 17.04 On-Scene Collections** - CONTRACTOR's personnel shall not request payment for services rendered under this Contract in response to any 9-1-1 call either at the scene of the call, enroute, or upon delivery of the patient.
- 17.05 Billing and Collections** - CONTRACTOR's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

18. COMPLIANCE

- 18.01 Changes in Practices and Procedures** - CONTRACTOR shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge and agree that certain items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payors. Such rules, regulations, policies, and procedures may change from time to time and CONTRACTOR's practices and procedures must change in response to such changes. The parties agree that it would be impractical to amend this Contract to reflect such changes each time they occur and therefore agree that CONTRACTOR may change the practices, procedures, schedules, and policies referred to above without a formal amendment to this Contract, subject, however, to the review and approval of the ICEMA EMS Administrator. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates without complying with such rate adjustment provisions as contained herein.
- 18.02 Loss of Business** - CONTRACTOR understands that a loss of this Contract in a future bid cycle means the loss of all business covered by the exclusivity provisions of this Contract in the EOA during the term of this Contract. CONTRACTOR accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.
- 18.03 Outside Work** - CONTRACTOR shall not be prohibited from doing outside work, which is unrelated to advanced life support or medical transportation, so long as such work does not detract from CONTRACTOR's primary emergency services responsibilities under this Contract.
- 18.04 Environmental Requirements** - *In accordance with policies, ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with ICEMA. The policy also requires Contractors to use both sides of paper sheets for reports submitted to ICEMA whenever possible.*

Although ICEMA has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize request and encourage Contractors that to reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist ICEMA in meeting the reporting requirements of the California integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report ICEMA's environmentally preferable purchases using Attachment 11. Service providers are asked and encouraged to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

19. MOST FAVORED CUSTOMER

This Contract shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission from ICEMA. Similarly, any change in ownership equal to or greater than fifty percent (50%) of CONTRACTOR's company shall be considered a form of assignment of this Contract, and must be approved by ICEMA, provided however, that ICEMA shall not unreasonably withhold its approval of such change in ownership.

20. RESTRICTION OF SERVICES TO CHRONIC ABUSERS

To protect the CONTRACTOR from possible financial loss as a result of such abuse, the following provision is made:

CONTRACTOR may identify by name specific individuals that the CONTRACTOR has found are chronic abusers of their service system. The CONTRACTOR shall document such abuse, and if the ICEMA Medical Director agrees that a named individual is a chronic abuser, CONTRACTOR may refuse to render transfer services unless the individual can present an original signed statement from a licensed physician that such transfer service is medically necessary to protect that individual's health and safety. CONTRACTOR shall, however, and if requested by the individual, attempt to secure such prior physician authorization initially by telephone, obtaining the written authorization upon delivery of the patient.

21. AUDITS AND INSPECTIONS

21.01 Reasonable Inspection Notice - In addition to ICEMA's authority under Section 16, at any time during normal business hours, and as often as may reasonably be deemed necessary, ICEMA's representatives may observe CONTRACTOR'S operations. CONTRACTOR shall make available to ICEMA for its examination, its records with respect to all matters covered by this Contract, and make excerpts or transcripts from such records, and may make audits of all Agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this Contract. ICEMA representatives may, at any time, and without notification, directly observe CONTRACTOR's operation at the CONTRACTOR's dispatching center, maintenance facility, and any ambulance post location. ICEMA representatives may ride as "third person" on any of the CONTRACTOR's units at any time, provided, however, that in exercising this right to inspection and observation, ICEMA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR'S personnel in the performance of their duties.

21.02 Normal Business Hours Restriction - ICEMA's right to inspect records in CONTRACTOR's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the CONTRACTOR in advance of any such visit. ICEMA's right to

observe and inspect operations shall not be restricted by normal business hours and shall not require advance notification.

21.03 Authorized Observers - This right to directly observe CONTRACTOR's field operations, CONTRACTOR dispatch operations, and maintenance shop operations shall also extend to authorized representatives of ICEMA or other persons authorized by ICEMA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR's personnel in the performance of their duties.

21.04 Exception to Section - The terms of this section shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this Contract has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this Contract.

22. Quality Improvement Plan

22.01 CONTRACTOR shall participate in system related QI activities. CONTRACTOR's plan shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care provided for the purpose of improving patient care, service, and outcome. CONTRACTOR's QI Plan shall include a mechanism for notifying ICEMA of any unusual occurrences which could impact certification/licensure of any EMS personnel.

22.02 CONTRACTOR shall identify an individual as responsible for overall coordination of CONTRACTOR's local QI program. This individual shall have specialized training, knowledge, and/or previous successful experience in preparation in QI principles/techniques to oversee this program.

22.03 CONTRACTOR shall have a program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training and continuing education (CE). This program shall comply with any ICEMA requirements as they exist now or may change in the future, and responsive to CONTRACTOR's Quality Improvement Plan.

23. Records and Record Keeping

23.01 CONTRACTOR shall retain all documents pertaining to Inyo County operations for a period of no less than six (6) years from the effective and continuing no less than Five (5) years following termination of Contract, or further period as required by laws; and until all Federal, State audits are complete and exceptions resolved. These records shall be available to authorized representatives of ICEMA, Inyo County, the State of California, and the Federal Government.

23.02 CONTRACTOR shall review compliance data as captured by ePCR and ICEMA designated communication dispatch center(s) and validate information contained therein.

23.03 CONTRACTOR's responding personnel shall report to ICEMA's designated communications dispatch center in-service, responding, on-scene, in area locating, departing scene, arrival at destination, or other time sensitive metrics. Failure to report any times identified in this Contract and/or its Exhibits, shall be deemed as exceeding the required time parameter(s) as they may relate to Contract performance. Repeated failures to report time sensitive metrics shall be deemed a breach of CONTRACTOR's contractual obligations to ICEMA.

23.04 CONTRACTOR field personnel whose job includes the care, treatment, transportation of patients, shall complete an ePCR on all EMS responses including patient contact, non-transports and cancelled calls.). CONTRACTOR shall utilize ICEMA's ePCR data system as now exists and as may change from time to time in the future.

24. Morals Clause

If CONTRACTOR, CONTRACTOR's personnel, subcontractor, subcontractor personnel, independent agent, representative, etc. commits any act or becomes involved in any situation, or occurrence, which brings CONTRACTOR into public disrepute, contempt, scandal or ridicule, or which justifiably shocks, insults or offends a significant portion of the community, or if publicity is given to any such conduct, then ICEMA shall have the right to terminate this Contract as described in Section III, subsection O Termination of Contract, item (2)a,b,c).

25. Termination of Contract

25.01 For Convenience

Either party may without cause terminate this Contract upon one hundred eighty (180) days written notice of termination, provided that in the event ICEMA wishes to act pursuant to this provision; it shall first obtain the approval of the Inyo County Board of Supervisors. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination. In the event, Contractor terminates the Contract it shall make available to ICEMA the equipment needed to meet its obligations under the contract consistent with the provisions herein related to emergency takeovers [See Section 28] until such time as a new contract is signed with another provider, provided that, in any event, the equipment will be returned or purchased as deemed appropriate to the original provider within twelve (12) months. ICEMA for its convenience, *and after consultation and recommendation of the Inyo County Board of Supervisors*, may terminate this Contract in whole or in part upon 180-calendar day's written notice. Upon receipt of termination notice, CONTRACTOR shall promptly discontinue services unless the notice directs otherwise.

25.02 Termination for Cause

ICEMA may terminate this Contract for cause: *after consultation and recommendation of the Inyo County Board of Supervisors*:

- A. Minor Breach – Upon notification by ICEMA to CONTRACTOR of a minor breach in contract performance, CONTRACTOR shall have 60- calendar days to correct breach to ICEMA's satisfaction.
- B. Major Breach – Upon notification by ICEMA to CONTRACTOR of a major breach in contract performance, CONTRACTOR shall have 10-calendar days to correct breach to ICEMA's satisfaction.
- C. Severe Breach – If in the opinion ICEMA believes that CONTRACTOR's continued performance has the potential to jeopardize the public's well-being, health, and/or safety, Contract shall immediately discontinue services unless the

If, within the fifteen (15) days after delivery of notice of termination for cause, ICEMA's representative is satisfied that the material breach can be and has been cured, such notice will be voluntarily withdrawn in writing and this Contract shall remain in effect.

ICEMA's decisions in the matters referred to above may be appealed by CONTRACTOR to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and

argument as may be reasonably presented, and shall with thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's decision shall be final.

26. END TERM PROVISIONS

26.01 Transition Period - In the event CONTRACTOR is not the winner of ICEMA's next bid competition, CONTRACTOR shall continue to provide services during the transition period, and shall assist both ICEMA and its new CONTRACTOR in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both CONTRACTOR and ICEMA during the period of transition from one CONTRACTOR to another. In the event the bidding and contract process is not completed six (6) months prior to the termination date of this contract, the CONTRACTOR shall continue to provide services in six (6) month increments from the end date of this contract until such time that the process is finalized.

26.02 Equipment Replacement Program - CONTRACTOR shall submit a proposed equipment replacement program, which shall include, in part, the equipment replacement policy. This policy shall state CONTRACTOR's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and CONTRACTOR's general plan for equipment replacement in accordance with the plan.

26.03 Right to Required Replacement - Throughout the term of this Contract and any extension period, ICEMA may, after an inspection and for cause, require CONTRACTOR to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of CONTRACTOR's submitted and accepted equipment replacement program. However, if through superior maintenance or by other means, CONTRACTOR is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, ICEMA shall not, except for cause, require replacement of that item. These controls relate only to equipment kept in service beyond scheduled replacement date, and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or ICEMA.

26.04 Transfer of Goodwill - Upon termination of this Contract, and if CONTRACTOR is not the winner of the next bid competition, CONTRACTOR shall convey to ICEMA or its new CONTRACTOR, all rights to business for ambulance service pursuant to the EOA provisions of this Contract that have been developed by CONTRACTOR during the term of this Contract. However, CONTRACTOR shall assert no claim of rights to conduct business within the contracted EOA after the termination of this Contract, nor shall CONTRACTOR assert any claim of compensation owed relative to the loss of such business.

26.05 Consent to Bid Procedure - By accepting this Contract, CONTRACTOR acknowledges and accepts periodic bid competition, as structured under this or subsequent contracting procurement process, as a safe, fair, and economically effective method of awarding and periodically reallocating business and market rights in the ambulance service industry.

27. DISPUTE AND GRIEVANCE PROCEDURE

27.01 Dispute Resolution - ICEMA's duties shall include monitoring the operation of this Contract and insuring that CONTRACTOR fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this Contract.

- 27.02 Monthly Performance Reports** - ICEMA shall review monthly reports regarding CONTRACTOR's performance under the terms and conditions of this Contract and shall assess liquidated damages to be paid by CONTRACTOR as specified herein and according to the terms hereof. Such reports shall include, but are not limited to, a summary report of all response time exemptions requested by CONTRACTOR. The reports shall provide a detailed explanation of all response time exception requests, which CONTRACTOR chooses to submit for consideration. CONTRACTOR shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's determination concerning the assessment of any liquidated damages.
- 27.03 Disputes and Grievances** - ICEMA shall attempt to resolve disputes or grievances concerning Contract performance matters between CONTRACTOR and any city fire district, public agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.
- 27.04 Strike Notification** - When applicable CONTRACTOR shall notify ICEMA, local hospitals, and area EMS providers upon reasonable knowledge of a strike by CONTRACTOR's personnel. This notification shall occur as soon as the information becomes verifiable prior to the effective strike date. An action plan will be provided to ICEMA as soon as possible, but not more than 24 hours following ICEMA notification. The action plan must be acceptable to ICEMA.
- 27.05 Strike Mitigation** - When applicable CONTRACTOR shall take every reasonable action necessary to prevent the strike from adversely affecting the provision of emergency medical services. In the event of a strike, ICEMA may exercise the "emergency take over" provision contained within the agreement until the CONTRACTOR can resume normal operations where (1) no action plan is provided and/or initiated by the CONTRACTOR; or (2) CONTRACTOR's action plan is unable to meet standards under this Contract. ICEMA will not unreasonably withhold acceptance of CONTRACTOR's action plan.
- 27.06 Minor Breach of Agreement** - ICEMA shall also have the power to assess liquidated damages for CONTRACTOR's "minor breaches" of this Contract. "Minor breaches" shall mean failure to fulfill any of the terms and conditions of this Contract that do not amount to a MAJOR BREACH of the Agreement, as delineated in Section 28.01.
- 27.08 Appeal to ICEMA** - ICEMA's decisions in the matters referred to above may be appealed by CONTRACTOR to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall, within thirty (30) calendar days following the hearing *and upon review and recommendation of the Inyo County Board of Supervisors*, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's decision shall be final. Notwithstanding this provision, CONTRACTOR may utilize the Dispute Resolution provisions as set forth in Section XXXIX of this Contract for final resolution of such disputes.
- 27.09 Satisfaction of Liquidated Damages** - When decisions made under the above provisions become final, and CONTRACTOR is found at fault, CONTRACTOR shall pay to ICEMA, sums sufficient to fulfill the liquidated damages, if any, as set forth herein.

28. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS

28.01 Major Breach Definitions - Conditions and circumstances that shall constitute a major breach of contract by the CONTRACTOR include the following:

- A. Failure of the CONTRACTOR to operate its services in a manner which enables ICEMA and the CONTRACTOR to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Contract. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible *upon recommendation of Inyo County*, select a new ambulance provider, utilizing a competitive bid process.
- B. Failure to comply with response time requirements within the EOA for three (3) consecutive months or four (4) months in any twelve consecutive month period shall be considered a major breach of Contract.
- C. Response time compliance falls below 80 percent (80%) for any month within the term of this Contract.
- D. Intentional falsification or omission of data or information supplied to ICEMA, which affects or has the effect of enhancing CONTRACTOR's performance under this Contract.
- E. Failure to report and comply when penalty provisions apply.
- F. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverage required herein.
- G. Multiple or unremediated failures to correct any minor breach within a reasonable period of time.
- H. Any act or omission of CONTRACTOR, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.
- I. CONTRACTOR terminates its contract with the County for provision of indigent transport services.

28.02 Notice to Contractor

If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify CONTRACTOR of such existence or occurrence. CONTRACTOR shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. CONTRACTOR and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to the other remedies available herein.

28.03 Unresolved Allegation - If an allegation of MAJOR Breach has not been resolved under the above provisions, the ICEMA Administrator, in consultation with the ICEMA Medical Director and *upon recommendation of Inyo County*, shall notify CONTRACTOR in writing and ICEMA shall immediately undertake an emergency takeover of CONTRACTOR's operations pursuant to the provisions herein.

28.04 ICEMA Discretion - If ICEMA finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, then ICEMA may require other actions, short of termination and takeover, as it deems appropriate under the circumstances.

28.05 Governing Board Hearing

After CONTRACTOR is given reasonable notice, the ICEMA Governing Board shall hold a hearing upon the ICEMA EMS Administrator's *recommendation*, and *upon approval recommendation of the Inyo County Board of Supervisors*. The Board shall receive and consider any additional information and evidence on the matter which CONTRACTOR or others may wish

to present, and determine whether a MAJOR Breach of this Contract has occurred and whether said breach is such that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations under this Contract. If the Governing Board finds that a MAJOR breach has occurred, it shall may following timely notice, at least thirty (30) days, to the Inyo County Administrator allowing an opportunity for the Inyo County Board of Supervisors to respond to the finding and following review of any comment from the Inyo County Board of Supervisors **upon recommendation of Inyo County** declare this Contract terminated and commence action to affect an immediate takeover by ICEMA of CONTRACTOR's operations.

If the Governing Board finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but following review of any comment from Inyo County Board of Supervisors that allowing CONTRACTOR to continue its operations would not endanger the public health and safety, the Governing Board **and upon recommendation of Inyo County** may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

- 28.06 Expedited Hearing Process** - If, in the judgment of the ICEMA EMS Administrator, it appears a condition or circumstance of MAJOR Breach exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the ICEMA EMS Administrator, after giving notice to CONTRACTOR, may take the matter, following notice and an opportunity for objection to the **upon recommendation of Inyo County Administrator**, directly and immediately to the Governing Board for its determination under the above provisions.
- 28.07 Notice of Default** - Pursuant to the above provisions, ICEMA shall have the right to terminate, cancel, or takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a MAJOR BREACH. In such instance, ICEMA shall provide written notice to CONTRACTOR specifying the date and time of intended termination or takeover.
- 28.08 Declaration of Public Health Officer** - The parties understand and agree that the *San Bernardino County**Inyo County* Public Health Officer may determine that the facts constituting a default may also constitute a public health emergency. In the event that the **Inyo County** Public Health Officer declares a public health emergency arising out of a default by CONTRACTOR, CONTRACTOR agrees that the **Inyo County** Public Health Officer may exercise any power of the Governing Board under this Contract in addition to any power authorized by law.
- 28.09 Emergency Takeover** - Without limiting ICEMA's rights as set forth herein, in the event ICEMA **and upon recommendation of following prescribed notice to the Inyo County** Administrator determines that a MAJOR BREACH, actual or threatened, has or will occur, or that another event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Administrator **and upon recommendation of with the concurrence of the Inyo County Administrator**, such that public health and safety are endangered, and after CONTRACTOR has been given notice and an opportunity deemed reasonable by the ICEMA Administrator to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter **upon recommendation of Inyo County** may be presented to the Governing Board. If the Governing Board **and upon recommendation of Inyo County** concurs that a breach has occurred or is threatened to occur and that the health and safety would be endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR shall cooperate fully with ICEMA to affect an immediate takeover by ICEMA of CONTRACTOR's EOA. Such takeover may be affected at any time after action by the Governing Board or within such time period as the Governing Board deems to be appropriate.

Upon notice of an Emergency Takeover, Contractor shall promptly:

- A. Deliver to Inyo County, or its designee, all service vehicles, and equipment used to provide services. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS, LALS, or BLS ambulances, as specified in the terms of Contract and in accordance with ICEMA Policies.*
- B. Provide immediate access to and use of all locations used to provide services, including, but not limited to, those locations where Contractor places its ambulances during the Emergency Takeover.*
- C. As of the date the Emergency Takeover is effective, all of Contractor's service vehicles, fully equipped for provision of services, shall be deemed leased to the County, during the Emergency Takeover, at a rate of \$1.00 (One Dollar) per month, per vehicle.*
- D. As of the date the Emergency Takeover is effective, Contractor employees shall report to Inyo County for assignment however; Contractor's employees' remain employees' of Contractor's and wages accrued shall remain the responsibility of Contractor.*
- E. Inyo County may recover from Contractor costs associated with an Emergency Takeover including ongoing rent payments and other liabilities.*
- F. As of the date the Emergency Takeover is effective, all reimbursements for services for the time the Emergency Takeover is in effect shall become the property of Inyo County.*
- G. Contractor shall inform and provide a copy of takeover provisions contained herein to all vehicle and real property lien holder(s) within five (5) calendar days of Emergency Takeover.*
- H. ICEMA, upon recommendation of Inyo County and approval by ICEMA's Governing Board, may discontinue the Emergency Takeover at any time, and return the Emergency Takeover equipment to Contractor, who shall resume providing services pursuant to the full terms and conditions of the Contract.*
- I. Inyo County shall return Emergency Takeover equipment to Contractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover. Otherwise, Inyo County shall pay Contractor fair market value of the Emergency Takeover equipment as of commencement of the Emergency Takeover, or shall pay Contractor the reasonable costs of repair, or shall promptly repair and return such Emergency Takeover equipment.*

28.10 Takeover Cooperation

- A. CONTRACTOR shall not be prohibited from disputing any such finding of MAJOR Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.
- B. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a MAJOR Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
- C. CONTRACTOR's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the CONTRACTOR of the finding of MAJOR Breach, and shall not in any way jeopardize CONTRACTOR'S right to recovery should a court later find that declaration of MAJOR Breach was made in error. However, failure on the part of the CONTRACTOR to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a MAJOR Breach of this Contract, even if it was later determined that the original declaration of MAJOR Breach was made in error.
- D. The ICEMA Governing Board shall be the final authority for ICEMA.

29. GENERAL CONTRACT REQUIREMENTS

A. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B. Representation of the ICEMA

In the performance of this Contract, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

C. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

D. Contractor Primary Point of Contact

CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR or designee must respond to ICEMA inquiries within two (2) business days. CONTRACTOR shall not change the primary contact without written acknowledgement to the ICEMA. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

E. ICEMA Representative

ICEMA's EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by ICEMA. ICEMA's Board of Directors must approve all amendments to this Contract.

E.F. Emergency Contact

CONTRACTOR shall provide a point of contact including name(s), title(s), telephone number(s), email(s), etc. for emergency purposes. This point of contact shall be available 24/7/365. Failure to maintain shall be considered a minor breach of CONTRACTOR's contract performance. Repeated failures to maintain shall be considered a major breach of CONTRACTOR's contract performance.

F.G. Change of Address

CONTRACTOR shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

G.H. Subcontracting

CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's contract.

H.I. Contract Assignability

Without the prior written consent of ICEMA, the Contract is not assignable by CONTRACTOR either in whole or in part.

29.10 Agreement Modification Contract Amendments

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of CONTRACTOR and ICEMA.

29.11 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

29.12 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

29.13 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

29.14 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

29.15 Contract Exclusivity

ICEMA reserves the right to enter into other agreements with other Contractors for EMS aircraft; air ambulance and air rescue 9-1-1, 7-digit, and IFT ambulance services. ICEMA does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

29.16 Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the CONTRACT, the CONTRACTOR shall notify ICEMA within one (1) working day, in writing and by telephone.

29.17 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

29.18 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in Inyo County, California. The parties agree that the venue of any action or claim

brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District or the Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

29.19 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

29.20 Licenses, Permits, Accreditation and/or Certifications

CONTRACTOR shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses, permits, accreditations and/or certifications in effect for the duration of this Contract. CONTRACTOR will notify ICEMA immediately of loss or suspension of any such licenses, permits, accreditations and/or certifications. Failure to maintain a required license, permit, accreditation and/or certification may result in immediate termination of this Contract.

29.21 Prevailing Wage Requirements

By its execution of this Contract, CONTRACTOR certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the CONTRACTOR's principal place of business and at the project site. CONTRACTOR will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations.

29.22 Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, or members of governing bodies 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. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit

employment of persons with whom CONTRACTOR's officers, employees, or agents 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.

29.23 Conflict of Interest and Political Reform Act Obligations

Contractor shall make all reasonable efforts to ensure that no ICEMA officer or employee, Inyo County officer or employee, whose position in Inyo County or ICEMA enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

During the term of this Contract, Contractor shall not act as a Contractor or perform services of any kind for any person or entity whose interests conflict in any way with those of the County of Inyo, County of San Bernardino and/or ICEMA. Contractor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before ICEMA in which the Contractor has a financial interest as defined in Government Code Section 87103, Contractor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County of Inyo, County of San Bernardino and/or ICEMA.

29.24 Improper Consideration

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

CONTRACTOR shall immediately report any attempt by an ICEMA employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or ICEMA. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

29.25 Former County/ICEMA Administrative Officials

Contractor agrees to provide or has already provided information on former Inyo County, San Bernardino County or ICEMA administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Inyo County, San Bernardino County or ICEMA administrative officials who terminated Inyo County, San Bernardino County or ICEMA employment within the last five (5) years and who are now officers, principals, partners, associates, members or employees of proposer.

The information also includes the employment with or representation of Contractor. For purposes of this provision, "Inyo County, San Bernardino County or ICEMA administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer, Administrator or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

29.25 Improper Influence

Proposer CONTRACTOR shall make all reasonable efforts to ensure that no individual, Inyo County, San Bernardino County, or ICEMA officer, or employee, whose current or previous position in Inyo County, San Bernardino County, or ICEMA enables him/her to influence on behalf of Proposer CONTRACTOR any in the award of the Contract or any competing offer or, shall have any direct or indirect financial interest resulting from the award of the Contract, or shall have any relationship to the Proposer CONTRACTOR or office or employee of the Proposer CONTRACTOR.

29.26 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, ICEMA *after consultation with Inyo County*, determines that Proposer has *intentionally* made a material misstatement or misrepresentation or that materially inaccurate information, *in the performance of this Contract*, has been provided to ICEMA *or Inyo County*, this Contract may be immediately terminated. determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this Contract may be immediately terminated. If this Contract is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

29.27 Financial Liability

ICEMA shall not be liable for any costs or expenses incurred by CONTRACTOR to satisfy CONTRACTOR's responsibilities under this Contract, including any costs or expenses incurred by CONTRACTOR for services provided to patients lacking the ability to pay for services.

29.28 Release of Information

No news releases, advertisements, public announcements or photographs arising out *performance of duties under* this Contract of this Contract or CONTRACTOR's relationship with ICEMA may be made or used without prior written approval of ICEMA all parties.

29.29 Debarment and Suspension

The CONTRACTOR certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

29.30 Informal Dispute Resolution

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

29.31 ICEMA Representative

The EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CONTRACTOR. The ICEMA Board of Directors must approve all amendments to this Contract.

29.312 Data Protection

Data received by virtue of this Contract will be made part of the ICEMA Continuous Quality Improvement (CQI) Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.

ICEMA will not use or make available any personally identifiable information other than required State and/or Federal reporting purposes and the Inland Empire E.H.R. Resource Center for the Health Information Exchange project, unless requested by CONTRACTOR in writing.

29.32 Confidentiality

The parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this Contract or that become effective during the term of this Contract, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

29.33 Public Health Authority

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

29.34 No Third Party Beneficiaries

The parties do not intend to confer and this Contract shall not be construed to confer any rights to any person, group, corporation or entity other than the parties.

29.35 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

29.36 Disclosure of Criminal and Civil Procedures

ICEMA reserves the right to request the information described herein from the CONTRACTOR selected for Contract award. Failure to provide the information may result in a disqualification from the award of Contract to CONTRACTOR. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information discovered may result in disqualification of award of Contract.

CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's

business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

29.37 American Recovery and Reinvestment Act Funding (ARRA)
Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the other party for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by the parties and any subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. The parties must contact the party contact if either party has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The parties will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the parties may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. The parties agree to fully cooperate in providing information or documents as requested by the each other pursuant to

this provision. Failure to do so will be deemed a default and may result in the termination of this Contract.

The parties may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have any subcontractor also register in the same database. The parties must contact the party with any questions regarding registration requirements.

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. The parties agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, the parties agree to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

The parties may be required to provide detailed information regarding expenditures so that the parties may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. The parties agree to fully cooperate in providing information or documents as requested by the each other pursuant to this provision. Failure to do so will be deemed a default and may result in the termination of this Contract.

Whistleblower Protection

The parties agree that both and any subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a Contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a Contract) awarded or issued relating to ARRA funds.

- 1) It is the intent of ICEMA to ensure open communication, as well as active coordination and cooperation between all EMS system participants within ICEMA's area of authority. CONTRACTOR shall ensure that any unresolved incidents or sensitive issues involving other EMS system participants are brought to the attention of ICEMA.
- 2) In all unresolved disputes arising out of the normal day-to-day operational interface between CONTRACTOR and other EMS system participants, ICEMA shall provide mediation/facilitation so as to affect a resolution, equitable to all parties, for said dispute.
- 3) Medical evacuation services rules of the FARs shall apply to all pilots.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless Inyo County, its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and ICEMA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Inyo County, San Bernardino County and/or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to Inyo County's, San Bernardino County's and/or ICEMA's "active" as well as "passive" negligence but does not apply to Inyo County's, San Bernardino County's and/or ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

31. INSURANCE

31.01 Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County, its authorized officers, employees, agents and volunteers and ICEMA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Inyo County, San Bernardino County and/or ICEMA to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

31.02 Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and/or ICEMA, its officers, employees, agents, volunteers, Contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against Inyo County, San Bernardino County and/or ICEMA.

31.03 Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Inyo County, San Bernardino County and/or ICEMA.

31.04 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and Inyo County, San Bernardino County and/or ICEMA or between Inyo County, San Bernardino County and/or ICEMA and any other insured or additional insured under the policy.

31.05 Proof of Coverage

The CONTRACTOR shall furnish Certificates of Insurance to ICEMA evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be

provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ICEMA, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

31.06 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

31.07 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

31.08 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County of San Bernardino and/or ICEMA has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County of San Bernardino and/or ICEMA will be promptly reimbursed by the CONTRACTOR or payments to the CONTRACTOR will be reduced to pay for County of San Bernardino and/or ICEMA purchased insurance.

31.09 Insurance Review

Insurance requirements are subject to periodic review by ICEMA. The San Bernardino County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of Inyo County, San Bernardino County and/or ICEMA. In addition, if San Bernardino County's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Inyo County, San Bernardino County and/or ICEMA, inflation, or any other item reasonably related to Inyo County's, San Bernardino County's and/or ICEMA's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of Inyo County, San Bernardino County and/or ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Inyo County, San Bernardino County and/or ICEMA.

3.10 Insurance Specifications

The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- A. **Workers' Compensation/Employer's Liability** - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to the County of San Bernardino and/or ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County of San Bernardino Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- B. **Commercial/General Liability Insurance**
The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- C. **Automobile Liability Insurance** - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined

single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Professional Liability Insurance coverage with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits or

Errors and Omissions Liability coverage with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or

Directors and Officers Liability coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

- D. Cyber Liability- Contractor, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

32. NOTICE

Any notice or notices required, pursuant to this Contract, may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the representative at the following addresses:

EMS Administrator
ICEMA
1425 South D Street
San Bernardino, CA 92415-0060

CONTRACTOR:

XXX
XXX
XXX, XXX

33. CALIFORNIA LAW

This Contract shall be construed and interpreted according to the laws of the State of California.

34. ENTIRE CONTRACT

This Contract contains the entire Contract between the parties hereto with respect to the matters referred to herein. No other prior contemporaneous Contracts, oral or written, respecting such matters,

which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto.

IN WITNESS THEREOF, ICEMA, and Contractor have executed this Contract to be effective upon the date this Contract becomes fully executed by all Parties.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

(Print or type name of corporation, company, contractor, etc.)

▶ _____
James Ramos, Chair, Board of Directors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

Title _____
(Print or Type)

Dated: _____

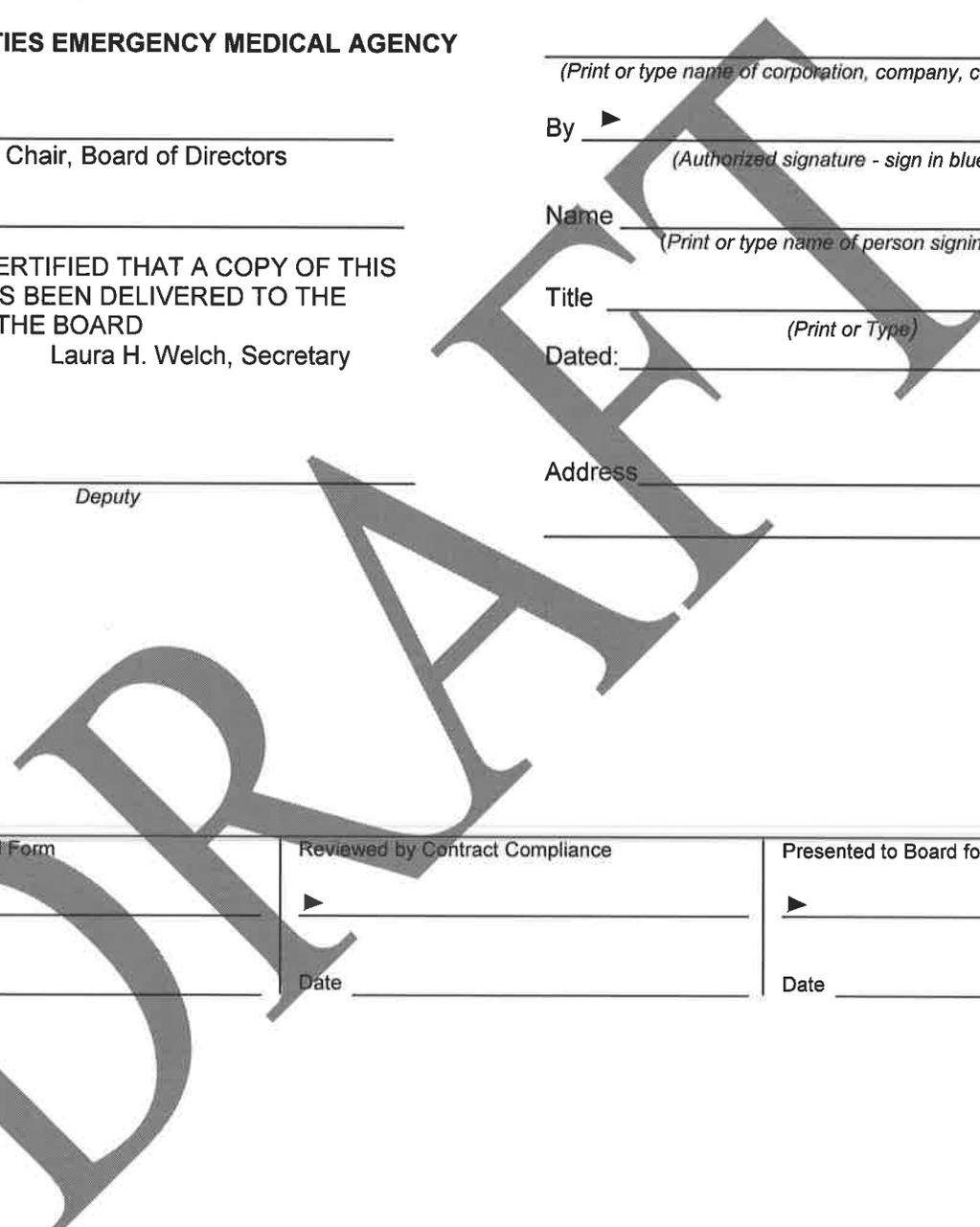
By _____
Deputy

Address _____

Approved as to Legal Form
▶ _____
Counsel
Date _____

Reviewed by Contract Compliance
▶ _____
Date _____

Presented to Board for Signature
▶ _____
Date _____



Description
Exclusive Operating Area #1

- North - County Line, Hwy 395
- South - Keough's Road, Hwy 395
- East - Mono County Line, Hwy 6
- West - Roads end

DRAFT



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 23

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

FROM: Dave Stottlemyre, Assessor

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Ordinance to Exempt Low Value Personal Property from Property Taxation

DEPARTMENTAL RECOMMENDATION:

Request Board A) conduct a public hearing on a proposed ordinance titled "An ordinance of the Board of Supervisors of the County of Inyo, State of California, Exempting Low Value Personal Property From Property Taxation" that eliminates the assessment of vessels valued at \$1,300 or less; and B) waive the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, July 28, 2015, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

There are two considerations involved. First, the Assessor's cost of assessing vessels with a value of \$1,300 or less is approximately \$5,000. The property taxes assessed to these vessels is approximately \$1,952 (1% of \$195,187 total assessed value). Second, time spent working on these vessels creates an opportunity cost that could have resulted in assessments considerably larger than the \$1,952. That is, the Assessor could be performing more field work, processing more business property tax statements and DNF's, and performing fewer roll corrections during the year.

ALTERNATIVES:

Your Board could decline this request.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no financing costs involved

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>7/2/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



Date: 6/30/15

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
EXEMPTING LOW VALUE PERSONAL PROPERTY FROM PROPERTY TAXATION

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I. AUTHORITY.

In enacting this Ordinance, the Board of Supervisors intends to exercise the authority granted to it pursuant to Section 155.20 of the California Revenue and Taxation Code.

SECTION II. PURPOSE.

The purpose of this Ordinance is to exempt from property taxation any vessel with a full value so low that, if not exempt, the total taxes, special assessments and applicable subventions on the property would amount to less than the cost of assessing and collecting them.

SECTION III. FINDINGS.

This Board hereby finds, upon documentary and oral information presented to it in connection with its consideration of this Ordinance, that the cost of assessing and collecting property taxes on individual items of personal property, where the total value of such items of personal property owned, possessed or controlled by any one owner or taxpayer, or by any one group of owners or taxpayers, does not exceed \$_____ (\$_____) for any one specific fiscal or tax year, exceeds the amount of property taxes and related revenue to be collected.

SECTION IV. EXEMPTION.

A. Definitions.

(1) The term "vessel" as used in this Ordinance is as defined in the Revenue and Taxation Code section 130(a).

(2) The terms "owner(s) or taxpayer(s)" as used in this Ordinance mean any natural person, persons, entity or entities which have a duty to pay property taxes pursuant to the California Constitution, statutory law, case law, or private or public contract, and includes, but is not limited to, corporations, partnerships, joint ventures, or other legal entities as well as trusts and trustees.

B. Exemption.

Any vessel, if the total full cash value of such vessel owned, possessed or controlled by any one owner or taxpayer, or by any one group of owners or taxpayers, does not exceed \$_____ (\$_____) for any one fiscal or tax year, shall be exempt from property taxation for that fiscal or tax year.

C. Validity.

This Ordinance is only intended to apply when the value of any vessel of a single taxpayer, or group of taxpayers, on any one lien date does not exceed \$ _____ (\$ _____).

SECTION V. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this Ordinance would be subsequently declared unconstitutional or invalid.

SECTION VI. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. This Ordinance shall apply to the lien date for the fiscal year 2016-2017, and shall apply to each subsequent lien date and fiscal year thereafter until repealed by this Board or rendered void pursuant to a final decision by a court of competent jurisdiction. Before the expiration of fifteen (15) days from the adoption thereof, this Ordinance shall be published once in the newspaper of general circulation printed and published in the County of Inyo, State of California. The Clerk of this Board is hereby instructed and ordered to so publish the Ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this ___ day of _____, 2015 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley,
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
24

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

FROM: Water Department

FOR THE BOARD MEETING OF: July 21, 2015

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – July 24, 2015

DEPARTMENTAL RECOMMENDATION:

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for July 24, 2015 in Los Angeles, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board consider items on the Standing Committee's agenda and provide direction to the County's Standing Committee representatives.

SUMMARY DISCUSSION:

At the June 4, 2015 Standing Committee meeting, the Committee agreed to meet in July to discuss continuance of irrigation past the end of July. The Technical Group is meeting on July 16 to draft the agenda for the Standing Committee. Since the Standing Committee's purpose for meeting in July was to continue the discussion of water supply for in-valley uses, the Water Department anticipates the agenda for the July 24 meeting will consist of little else than an item similar to item #3 from the June 4 agenda, which was:

Program for reasonable reduction in irrigation water supply for Los Angeles-owned lands in Owens Valley, for recreation and wildlife projects, for projects implemented as part of the Inyo/Los Angeles Long Term Water Agreement, and for enhancement/mitigation projects.

On June 4, the Standing Committee took the following actions concerning this item:

1. The Standing Committee supports reductions to the Lower Owens River base flow, reduced release to the Lower Owens River Delta, and not supplying water to Warren Lake. Any water saved through such reductions shall be used for irrigation or stock water in Owens Valley. LADWP and Inyo County urge other MOU parties to pursue approval of such measures as soon as possible.
2. The Standing Committee supports LADWP's petition for a variance from the Great Basin Hearing Board in order to achieve water conservation during this 2015 irrigation season. The time period for the variance will cover the time needed to delay water application to the shallow flood ponds in the fall of 2015 only. The Standing Committee understands that LADWP intends to use water conserved at Owens Lake during 2015 for in-valley purposes in 2015.
3. The Standing Committee agrees that, subject to irrigation limitations on Los Angeles-owned properties supplied solely by creek flow, irrigation on LADWP lands will continue through July 2015

and that the Standing Committee will meet on a date set in July to further discuss a program for reasonable irrigation reductions during this runoff year.

Concerning #1 (reductions to the LORP baseflow, LORP delta, and Warren Lake) the MOU parties have discussed modifying these projects, but have not been able to reach an agreement. Concerning #2 (support for a variance on shallow flooding dust control on Owens Lake) your Board approved a letter of support for LADWP's application for such a variance. LADWP's request for a variance will be heard by the GBUAPCD Hearing Board on July 22, so the results of the hearing should be known prior to the Standing Committee meeting. Other considerations related to water availability are that precipitation in the Eastern Sierra has been above normal for the past three months, and storage in Crowley Lake is currently higher than it was on this date in 2013 and 2014. These facts suggest that water availability is greater than was anticipated at June 4 Standing Committee meeting.

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

N/A

<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: 7/14/15