

# 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.

### **January 5, 2016**

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

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission vs. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate).**
3. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)] – discussion with legal counsel regarding potential initiation of litigation (two cases.)**
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Officers' Association (ICPOAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**

#### **OPEN SESSION**

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

6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**
8. **ELECTION OF OFFICER – The Board will elect a Chairperson and Vice-Chairperson of the Board of Supervisors for Calendar Year 2016.**

**HEALTH AND HUMAN SERVICES**

9. **EMS** – Request Board appoint the following to the Emergency Medical Care Committee (EMCC) to complete two year terms ending December 31, 2017: Philip Ashworth of Independence Fire Department; Andrew Stevens of Northern Inyo Hospital; Steve Davis of Olancho-Cartago Fire Department; Judd Symons of Symons Ambulance; Lloyd Wilson of Big Pine Fire Department; and Michael Patterson of Sierra Life Flight. *(Notice of vacancy resulted in requests from appointment being received from Messrs. Ashworth, Stevens, Davis, Symons, Wilson and Patterson.)*

**PUBLIC WORKS**

10. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Garic Construction for the Bishop Wellness Center Rehabilitation Project, increasing the amount of the Contract by \$9,855, to an amount not to exceed \$96,721; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
11. Request Board award to and approve the Contract with Polychrome Construction for the Inyo County Buildings Painting Project in the amount of \$14,000; authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and 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.

**SHERIFF'S DEPARTMENT**

12. Request Board declare Dooley Enterprises, Inc., as a sole-source provider of ammunition and approve the purchase of ammunition from Dooley Enterprises, Inc., in an amount not to exceed \$12,949.20, including sales tax.

**VETERAN SERVICE OFFICE**

13. Request approval of a letter supporting the California Association of County Veterans Service Officers (CACVSO) comments to proposed rulemaking for the County Subvention Program; and authorize the Chairperson to sign.

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

14. **HEALTH AND HUMAN SERVICES – Health Services** – Request Board ratify and approve the Maternal Child and Adolescent Health (MCAH) Allocation funding between the County of Inyo and the California Department of Public Health, in the amount of \$110,920 for the period of July 1, 2015 through June 30, 2016; and authorize the Chairperson to sign the Agreement Funding Application Policy Compliance and Certification.
15. **PUBLIC WORKS** – Request Board ratify and approve the Lease Agreement between the County of Inyo and the Los Angeles Department of Water and Power (LADWP) for the 90 acre parcel located at Underwood borrow pit, for the period of December 1, 2015 through November 30, 2020, at the rate of \$530 per year; and authorize the Chairperson to sign.
16. **WATER DEPARTMENT** – Request approval of the 2014-2015 LORP Annual Accounting Report.
17. **WATER DEPARTMENT** – Request Board consider approving a resolution titled “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizes Direction to Form a Groundwater Sustainability Agency for the Indian Wells Valley Groundwater Basin in Cooperation with Other Eligible Government Agencies Under the Sustainable Groundwater Management Act;” and direct staff to work with other local agencies in the Basin to develop a joint powers agreement that Inyo County may enter into with local agencies in the Basin.

18. **COUNTY ADMINISTRATOR – Personnel – AUDITOR-CONTROLLER** – Request Board ratify and approve A) the Memorandum of Understanding between the County of Inyo and the Southern Inyo Healthcare District for Personnel Consulting Services; and authorize the County Administrator to sign; and B) the Memorandum of Understanding between the County of Inyo and the Southern Inyo Healthcare District for Accounting and Financial Analysis Services; and authorize the Auditor-Controller to sign.
19. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Roadeater Emergency that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
20. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
21. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
22. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
23. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
24. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of December 8, 2015; B) Regular Meeting of December 15, 2015; C) Special Meeting of December 21, 2015; and D) Special Meeting of December 29, 2015.

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

- 11:30 a.m. 25. **PLANNING** – Request Board A) conduct a **public hearing** on interim urgency ordinance titled “An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 6585(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof;” and B) enact the Ordinance.

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

26. **FRIENDS OF THE BISHOP LIBRARY** – Request County retain the services of an expert in library automation to review the current status of automation and suggest an action plan for timely implementation.

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

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

28. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

29. **STATE OF CALIFORNIA FISH AND GAME COMMISSION** – Notice of proposed regulatory action relating to special measures for fisheries at risk due to drought conditions.



**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  
**By:** Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** January 5, 2016

**SUBJECT:** Election of Chairperson and Vice Chairperson

**DEPARTMENTAL RECOMMENDATION:** - Request Board elect a Chairperson and Vice-Chairperson of the Board of Supervisors for Calendar 2016.

**SUMMARY DISCUSSION:** - Each year the Board of Supervisors elects a Chairperson and Vice-Chairperson for the coming year.

**ALTERNATIVES:** - N/A

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

**FINANCING:** - N/A

**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 _____

**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**

9

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

**FROM:** HEALTH & HUMAN SERVICES, Emergency Medical Services

**FOR THE BOARD MEETING OF:** January 5, 2016

**SUBJECT:** Appointment of Members to Emergency Medical Care Committee

**DEPARTMENTAL RECOMMENDATION:**

Request Board appoint six (6) people to serve on the Emergency Medical Care Committee (EMCC) to complete two year terms ending December 31, 2017, from among the following recent applicants: Philip Ashworth of Independence Fire Department; Andrew Stevens of Northern Inyo Hospital; Steve Davis of Olancho-Cartago Fire Department; Judd Symons of Symons Ambulance; Lloyd Wilson of Big Pine Fire Department; and Michael Patterson of Sierra Life Flight.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The EMCC meets six times per year in conjunction with Inland Counties Emergency Medical Authority (ICEMA) to review, plan and approve protocols and training for pre-hospital emergency medical care. Consistent with the local EMCC by-laws, the committee shall have 13 voting members appointed for staggered terms of two years who "...shall have a professional interest in, or personal commitment to pre-hospital emergency medical care in their community. These members shall include, but not be limited to, representatives from each of the local agencies providing pre-hospital emergency medical care in the County of Inyo," including three members at large. In a recent membership recruitment, applications were received from the six (6) named individuals, all of whom have expertise in local emergency medical issues and would be excellent EMCC members.

**ALTERNATIVES:**

Your Board could deny these appointments, leaving the EMCC without Board-appointed members to function in the EMCC advisory capacity.

**OTHER AGENCY INVOLVEMENT:**

Entities with interest include local law enforcement, Inland Counties Emergency Medical Authority (ICEMA), and Death Valley National Park.

**FINANCING:**

There is no financing involved with this agenda request.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <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)**

*Jean Turner*

Date: *12-22-15*

County of Inyo

**HEALTH & HUMAN SERVICES DEPARTMENT**

*Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services*

*Drawer H, Independence, CA 93526  
Telephone (760) 878-0247 FAX: (760) 878-0266*

*Or*

*163 May St., Bishop, CA 93514  
Telephone (760) 873-3305 FAX: (760) 873-6505*

**JEAN TURNER, M.A., DIRECTOR**

*jturner@inyocounty.us*

RECEIVED  
2015 DEC -2 AM 9:40  
INYO COUNTY  
ADMINISTRATOR  
CLERK P.F. HIGDON

**INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE**  
***MEMBERSHIP APPLICATION***  
**New Members or Reappointment Requests**

Philip Ashworth

**NAME:** \_\_\_\_\_

**ADDRESS:**      112 Rosedale Drive, Independence, CA 93526

**PHONE:**   (760) 937-2004   **E-MAIL:**   philninyo@usamedia.tv

**AGENCY REPRESENTATION (if any):** *Independence Volunteer Fire Department*

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

	<i>Fire Chief</i>	<i>11-18-15</i>
<b>Signature</b>	<b>Title</b>	<b>Date</b>

At large members are requested to briefly state their reasons for seeking membership:

\_\_\_\_\_  
\_\_\_\_\_



County of Inyo

**HEALTH & HUMAN SERVICES DEPARTMENT**

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526

Telephone (760) 878-0247 FAX: (760) 878-0266

Or

163 May St., Bishop, CA 93514

Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR

turner@inyocounty.us

**INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE**

**MEMBERSHIP APPLICATION**

New Members or Reappointment Requests

NAME: Andrew Stevens

ADDRESS: 150 Pioneer Lane, Bishop CA 93514

PHONE: (760) 873-2620 E-MAIL: andrew.stevens@nib.org

AGENCY REPRESENTATION (if any): Northern Inyo Hospital HEALTHCARE DISTRICT

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

[Signature] Title CEO Date 11-3-15

At large members are requested to briefly state their reasons for seeking membership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
15 DEC -2 AM 8:43  
INYO COUNTY  
ADMINISTRATIVE  
SERVICES DEPARTMENT



County of Inyo

**HEALTH & HUMAN SERVICES DEPARTMENT**  
Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526  
Telephone (760) 878-0247 FAX: (760) 878-0266  
Or  
163 May St., Bishop, CA 93514  
Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR  
jturner@inyocounty.us

**INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE**  
**MEMBERSHIP APPLICATION**  
**New Members or Reappointment Requests**

**NAME:** STEVE DAVIS

**ADDRESS:** P O BOX 64, OLANCHA, CA 93549

**PHONE:** 760-793-0111 **E-MAIL:** sdavis@olanchafd.org

**AGENCY REPRESENTATION (if any):** OLANCHA CARTAGO FIRE DEPARTMENT

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

	<b>FIRE CHIEF</b>	<b>10/30/2015</b>
<b>Signature</b>	<b>Title</b>	<b>Date</b>

At large members are requested to briefly state their reasons for seeking membership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
2015 DEC -2 8:43  
INYO COUNTY  
ADMINISTRATIVE CENTER  
163 MAY ST. BISHOP, CA 93514  
(760) 873-3305



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526

Telephone (760) 878-0247 FAX: (760) 878-0266

Or

163 May St., Bishop, CA 93514

Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR

jturner@inyocounty.us

INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE

MEMBERSHIP APPLICATION

New Members or Reappointment Requests

NAME: JUNA SYMONS

ADDRESS: 214 H W. LLOYD ST

PHONE: 760 284 0846 E-MAIL: JUDDSYMONS@JCL.COM

AGENCY REPRESENTATION (if any): SYMONS

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

Signature: [Handwritten Signature] Title: Paramedic Date: 11/16/2015

At large members are requested to briefly state their reasons for seeking membership:

Four horizontal lines for providing reasons for seeking membership.

RECEIVED 2015 DEC -2 AM 8:43 INYO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526

Telephone (760) 878-0247 FAX: (760) 878-0266

Or

163 May St., Bishop, CA 93514

Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR

jturner@inyocounty.us

INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE

MEMBERSHIP APPLICATION

New Members or Reappointment Requests

NAME: Lloyd Wilson

ADDRESS: P.O. Box 125, Big Pine, CA 93513

PHONE: 760-938-2146 E-MAIL: dorothy1loyd39@hotmail.com

AGENCY REPRESENTATION (if any): Big Pine Fire

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

<u>Lloyd Wilson</u>	<u>Capt.</u>	<u>11-16-15</u>
<b>Signature</b>	<b>Title</b>	<b>Date</b>

At large members are requested to briefly state their reasons for seeking membership:

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RECEIVED  
 2015 NOV 2 AM 7:58  
 INYO COUNTY  
 ADMINISTRATOR  
 CLERK OF THE BOARD

County of Inyo

**HEALTH & HUMAN SERVICES DEPARTMENT**

Behavioral Health, Public Health & Prevention, Part 3, Aging and Social Services

Drawer H, Independence, CA 93326  
Telephone: (760) 878-6247 FAX: (760) 878-6266

Or  
163 May St., Bishop, CA 93314  
Telephone: (760) 873-3805 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR  
jturner@inyocounty.ca

**INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE  
MEMBERSHIP APPLICATION**  
New Members or Reappointment Requests

NAME: Michael Patterson

ADDRESS: 235 Wildrose Lane Bishop, Ca. 93314

PHONE: 760-704-1520 E-MAIL: turnmedic@Aol.com

AGENCY REPRESENTATION (if any): Sierra Life Flight

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

[Signature] Chief 11/20/15  
Signature Title Date

At large members are requested to briefly state their reasons for seeking membership:

\_\_\_\_\_  
\_\_\_\_\_



**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

10

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** January 5, 2015

**SUBJECT:** Approve Amendment No. 1 to the Contract for the construction of the Bishop Wellness Center Rehabilitation Project

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request the Board approve Amendment No. 1 to the Contract with Garic Construction of Placerville, CA in the amount not to exceed \$9,855.00 for the Bishop Wellness Center Rehabilitation Project in Bishop, CA, increasing the total current Contract amount from \$86,866.00 to \$96,721.00; and,
2. Authorize the chairperson to execute Amendment No. 1 to the Contract, contingent upon obtaining appropriate signatures.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On October 13, 2015, the Board awarded the construction contract for the Bishop Wellness Center Rehabilitation Project, in Bishop CA, to Garic Construction of Placerville, CA, in the amount of \$86,866.00. This Amendment No. 1, to provide an additional \$9,855.00 to increase the contract dollar amount to \$96,271.00, is for: a.) an additional exterior door to meet Americans with Disabilities Act (ADA) requirements; b.) tile flooring; c.) vinyl flooring; d.) interior primer; e.) moisture resistant drywall; f.) removal of existing wall heaters; g.) interior electrical repairs/improvements; and h.) baseboard moulding. Also included in this amendment are credits for the following items: a.) elimination of one 48"x48" double paneled single slider window; b.) removal of 8 LF of interior wall; and c.) elimination of 120 SF of new faux wood flooring. These revisions to the original project scope, which are attributed to unforeseen circumstances pertaining to the existing condition of the Bishop Wellness Center buildings, are required to meet ADA requirements and California Building Code requirements. Additionally, these revisions will improve the overall serviceability of the buildings.

**ALTERNATIVES:**

The Board could choose not to approve this Contract Amendment No. 1 for the Bishop Wellness Center Rehabilitation Project. This is not recommended as this Amendment No. 1 will provide a better finished project that meets ADA requirements as well as California Building Code requirements.

**OTHER DEPARTMENT/AGENCY INVOLVEMENT:**

Auditor's Office for Project progress payments and Budget Amendment; County Counsel to review and approve the Agenda Request Form and Contract Amendment No. 1 document.

**FINANCING:**

The project is funded by the Mental Health Services Act and will be paid through the Health and Human Services Community Mental Health Budget Unit 045200, Object Code 5640.

**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 12/22/15

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  
Approved: yes Date 12/23/2015

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 \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**  Date: 12/28/15  
(Not to be signed until all approvals are received)

**AMENDMENT No. 1  
TO  
CONTRACT BETWEEN THE COUNTY OF INYO AND  
Garic Construction  
FOR THE PROVISION OF CONTRACTOR SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Garic Construction of Placerville, CA (hereinafter referred to as “Contractor”), have entered into a contract for the Bishop Wellness Center Rehabilitation Project in Bishop, CA, dated October 13, 2015, a standard Inyo County Public Works Contract, entitled “CONTRACT For the BISHOP WELLNESS CENTER REHABILITATION PROJECT.”

**WHEREAS**, such Contract 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 Contract, and attached to the original Contract to maintain continuity.

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

County and Contractor hereby amend such Contract as follows at paragraph 2:

Increase the amount of the Contract, as modified by Change Order, by \$9,855.00 for a total contract amount of \$96,721.00.

The effective date of this amendment to the Contract is January 5, 2015.

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

**AMENDMENT No. 1  
TO  
CONTRACT BETWEEN THE COUNTY OF INYO AND  
Garic Construction  
FOR THE PROVISION OF CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
5th DAY OF January, ~~2015~~: 2016

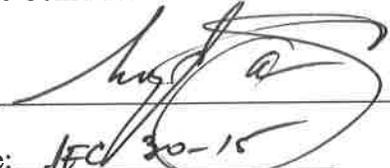
**COUNTY OF INYO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

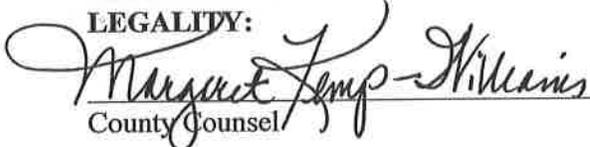
Garic Construction

By:  \_\_\_\_\_

Date: JFC 30-15

Taxpayer's Identification Number:  
68-0475187

**APPROVED AS TO FORM AND  
LEGALITY:**

  
County Counsel

**APPROVED AS TO ACCOUNTING  
FORM:**

  
County Auditor

**APPROVED AS TO PERSONNEL  
REQUIREMENTS:**

N/A  
Director of Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**

N/A  
County Risk Manager

## INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Bishop Wellness Center Rehabilitation Project

CHANGE ORDER NO. 1

OWNER: County of Inyo

DATE: 12-16-15

CONTRACTOR: Garlic Construction

CONTRACT NO. TR-15-029

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

<u>DESCRIPTION</u>	<u>TIME EXTENSION</u>	<u>AMOUNT</u>
1. Install one (1) exterior door <i>Remove and replace existing exterior door of rear structure with an outward swinging door.</i>	1 days	\$2,500.00
2. Tile flooring <i>Install tile flooring in remodeled kitchen area (approx. 30 SF) of front structure and in new bathroom (approx. 60 SF) of rear structure</i>	3 days	\$1,088.00
3. Tile countertop <i>Install tile countertop and backsplash (approx. 60 SF) in remodeled kitchen of front structure.</i>	1 days	\$750.00
4. Vinyl flooring <i>Install vinyl flooring in rear bathroom (approx. 25 SF) of front structure.</i>	0 days	\$450.00
5. Interior primer <i>Apply primer coat to all interior painting areas.</i>	0 days	\$1,890.00
6. Moisture resistant drywall <i>Remove lower 48" of damage drywall on southern kitchen wall of front structure and replace with moisture resistant drywall.</i>	0 days	\$320.00
7. Remove and dispose of existing wall heaters <i>Patch and finish openings with drywall, texture, and paint (match adjacent texture and color): Three (3) wall heaters in front structure One (1) wall heater in rear structure</i>	0 days	\$897.00
8. Interior electrical repairs/improvements <i>Correct bedroom light electrical to meet building code requirements, including installation of new light fixtures (centered in rooms) and switches adjacent to entryways: Three (3) bedrooms in front structure One (1) bedroom in rear structure</i>	3 days	\$2,120.00
9. Baseboard moulding <i>Install baseboard moulding along all perimeter edge areas where new faux wood flooring is installed.</i>	0 days	\$2,100.00
10. 48"x48" double pained single slider window <i>Eliminate window to be installed in eastern garage wall.</i>	0 days	(\$820.00) credit

- 11. Removal of interior wall 0 days (\$240.00) credit  
*Eliminate removal of pony wall in kitchen area of front structure, leave in place (approx. 8 LF).*
  
- 12. Faux wood flooring 0 days (\$1,200.00) credit  
*Eliminate faux wood flooring to be installed in:*  
*Bathroom of front structure (25 SF)*  
*Remodeled kitchen of front structure (34 SF)*  
*New bathroom of rear structure (61 SF)*

**TOTALS:** 9 days \$ 9,855.00

Original Contract Amount.....	\$	86,866.00
Amount for previous Change Orders .....	\$	0.00
Contract amount prior to this Change Order .....	\$	86,866.00
Amount of this Change Order .....	\$	9,855.00
<b>NEW CONTRACT AMOUNT including this Change Order .....</b>	<b>\$</b>	<b>96,721.00</b>

Contract time will be increased by nine (9) calendar days.

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER: January 11, 2015

RECOMMENDED:

ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED BY:

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

Clint Q. Quilter, Director of Public Works



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
11

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** January 5, 2016

**SUBJECT:** Award of contract for the Inyo County Buildings Painting Project.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Award the Contract for the Inyo County Buildings Painting Project to Polychrome Construction, Inc. 8908 Balboa Blvd., Northridge, CA 91325 in the amount of \$14,000.00.
2. Authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained; and,
3. 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 RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

On October 6, 2015 your Board approved plans and specifications for the Inyo County Buildings Painting Project and authorized the Public Works Department to advertise and receive bids for the project. This project was originally identified in the 2014-15 Board adopted Deferred Maintenance Project list and will be funded through the 2015-2016 Board adopted Deferred Maintenance Budget.

This project will install new interior painting in the following County buildings: Big Pine Town Hall, American Legion Hall (Independence), and the Inyo County Courthouse (Independence).

On November 4, 2015, six (6) bids were received and opened by the Assistant Board Clerk. Those bidders and their respective bids, from highest to lowest, are as follows: 1) Prime Painting Contractors, Inc. at \$92,624.00; 2) Painting & Decor, Inc. at \$73,579.95; 3) Troy Cauldwell Painting & Stucco at \$26,851.00; 4) Tony Painting, Inc. at \$21, 992.00; 5) Astro Painting Co., Inc. at \$17,500.00; and 6) Polychrome Construction, Inc. at \$14,000.00. This list is also found in the bid tabulation sheet, which is attached for your review.

Polychrome Construction, Inc.'s bid contained a discrepancy in the bid item unit prices and bid item total prices. However, this discrepancy has been clarified by Polychrome Construction, Inc. in a letter submitted to the Public Works Department (see attachment). As stipulated in item "5. ACCEPTANCE" of the Bid Proposal Forms, the Public Works Department reserves the right to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately. As such, the Public Works Department has waived the abovementioned technicalities and recommends that the Board award the construction contract to Polychrome Construction, Inc. in a total bid contract amount of \$14,000.00.

**ALTERNATIVES:**

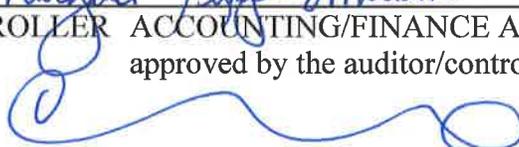
Your Board could choose to not award the contract to Polychrome Construction, Inc. This is not recommended as the bid price for the project has been deemed to be competitive by the Public Works Department.

**OTHER AGENCY INVOLVEMENT:**

County Counsel's Office for approval of the contract.  
The Auditor's Office for approval of the contract and payments to the contractor.  
The Public Works Department for contract administration.

**FINANCING:**

The project's construction funding is provided for in the County's Deferred Maintenance Budget Unit 011501, 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: <input checked="" type="checkbox"/> Date <u>12/22/15</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>12/23/2015</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.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 12/29/15

**COUNTY OF INYO BID TABULATION**

Project Title & Bid No. County Buildings Painting Project

Bid Opening Date: 11-4-15 Location: County Admin

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Astro Painting Co. Inc.	\$17,500.00			✓
2.	Prime Painting Contractors	\$92,624.00			✓
3.	Sony Painting, Inc.	\$21,992.00			✓
4.	Troy Cauldwell Paint & Stucco	\$26,851.00			✓
5.	Painting & Deco, Inc.	\$73,579.95			✓
6.	Polychrome Const. Inc.	\$14,000.00			✓
7.					
8.					
9.					
10.					

Opened By: Pat Shanally

Present: Sony Scliminas

\_\_\_\_\_

\_\_\_\_\_





Nov 29, 2015

Kevin Carunchio, Director  
County of Inyo  
Purchasing Department  
224 N. Edwards St.  
Independence, CA 93526

Re: INYO COUNTY BUILDINGS  
PAINTING PROJECT  
Project No. ZP-15-009

**LETTER OR CLARIFICATION**

Dear Mr.Carunchio:

We at Polychrome Construction Inc. are the lowest apparent responsive bidders for the above mentioned project. We would like to clarify a slight error in our documents, our intent was to put in the broken down prices by square foot in the unit price column as required on the Base Project Bid Form. We hereby have corrected and clarified our amounts in our document in good faith. Please see attached form.

Regards,

Marios Polychronas  
Chief Estimator/ Supervisor  
Polychrome Construction Inc.

(1)

**BASE PROJECT BID FORM – UNIT PRICE BID:**

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$ 1,000	\$ 1,000
2	Interior painting of Big Pine Town Hall Building	3810	SF	\$ 1.05	\$ 4,000
3	Interior painting of American Legion Hall Building including windows	3485	SF	\$ 1.15	\$ 4000
4	2 <sup>nd</sup> Floor Interior painting of Inyo County Courthouse Building	3980	SF	\$ 1.26	\$ 5000
<b>TOTAL BASE BID AMOUNT:</b>					<b>\$ 14,000</b>

**BASE PROJECT BID AMOUNT:**

BID TOTAL (IN NUMBERS): \$ 14,000

BID TOTAL (IN WORDS): FOURTEEN THOUSAND DOLLARS

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

**3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

**4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

**5. ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work

**C O N T R A C T**  
**For the**  
**INYO COUNTY BUILDINGS PAINTING PROJECT**

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, January 5, 2016, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "COUNTY"), and Polychrome Construction, Inc. (herein "CONTRACTOR"), for the construction of the **INYO COUNTY BUILDINGS PAINTING PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: **INYO COUNTY BUILDINGS PAINTING PROJECT**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the following amount, which constitutes the total bid by CONTRACTOR for said Work:

Fourteen Thousand and 0/100 dollars (\$14,000.00)

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

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents as described in **Section 1070.04 "Definitions"** of the Standard Specifications of the Inyo County Public Works Department, March, 1997, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the applicable Standard Specifications of the Inyo County Public Works Department, March, 1997 and the Special Provisions concerning this Project, including the Appendices, the Plans, any and all amendments or changes to any of the above listed documents, including without limitation, contract change orders, and any and all documents incorporated by reference into any of the above listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070 Abbreviations, Symbols and Definitions** of the Standard Specifications of the Inyo County Public Works Department, March, 1997.

5. This Contract, including the Contract Documents and all other documents, which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

**C O N T R A C T**  
**for**  
**INYO COUNTY BUILDINGS PAINTING PROJECT**

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

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

Polychrome Construction, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

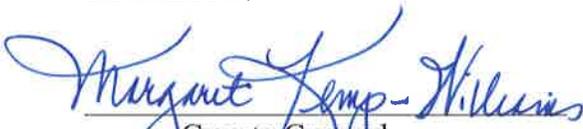
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

Taxpayer's Identification or  
Social Security Number:

  
\_\_\_\_\_  
County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING  
FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**INYO COUNTY BUILDINGS PAINTING PROJECT**

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

KNOW ALL MEN BY THESE PRESENTS:

That Polychrome Construction, Inc. as Principal, hereinafter called Contractor, and,  
(Name of Contractor)

---

(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called County, in the amount of

Fourteen Thousand and 0/100 dollars (\$14,000.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated \_\_\_\_\_, 2016, entered into an agreement with the County for the Construction of the **INYO COUNTY BUILDINGS PAINTING PROJECT** (herein "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the **INYO COUNTY BUILDINGS PAINTING PROJECT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract".

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

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

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

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

Polychrome Construction, Inc.  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

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

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

**County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526**

**INYO COUNTY BUILDINGS PAINTING PROJECT**

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

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

as Principal, hereinafter called CONTRACTOR,

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount

Fourteen Thousand and 0/100 dollars (\$14,000.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 2016, entered into an agreement with County for the construction of the **INYO COUNTY BUILDINGS PAINTING PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **INYO COUNTY BUILDINGS PAINTING PROJECT** which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

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

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

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

justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Polychrome Construction, Inc.

(Name of Contractor)

By: \_\_\_\_\_

(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_

(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**



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

For Clerks Use Only

AGENDA NUMBER

12

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** January 5, 2016

**SUBJECT:** Declare Dooley Enterprises, Inc as sole source and approve purchase of ammunition.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board:

Declare Dooley Enterprises, Inc. of Anaheim, CA as the Sole Source Provider and approve the purchase of ammunition in the amount of \$12,949.20, including sales tax.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Sheriff's Department is requesting the purchase of ammunition to be used for all weapons belonging to the Sheriff's Office. This ammunition is an essential part of our operation and yearly training.

The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (for which we are a part of), Alaska, Nevada, Oregon and Washington. It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluate ammo, the results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester won the FBI contract to supply them with ammunition. That was based on cost, reliability and performance.

**ALTERNATIVES:**

None

**OTHER AGENCY INVOLVEMENT:**

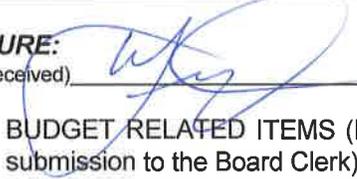
Auditor's office  
Purchasing

**FINANCING:**

This purchase is included in the 2015-2016 Board approved budget 022700 Sheriff General and will be paid from Object Code 5313, Law Enforcement Special. This expense is eligible to be reimbursed from COPS monies.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: _____ Date _____</div>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <div style="text-align: right;">            Approved: <u>yes</u> Date <u>12-15-2015</u> </div>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: _____ Date _____</div>

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

  
 \_\_\_\_\_ Date: 12/21/15

CAO/Budget Officer

**BUDGET RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)*

Approved: \_\_\_\_\_ Date \_\_\_\_\_

# Sole Source Justification Form

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

**This is a sole source because:**

- There is only one known source because:
  - This is a sole provider of a licensed, copyrighted, or patented good or service.
  - This is a sole provider of items compatible with existing equipment or systems.
  - This is a sole provider of factory-authorized warranty service.
  - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

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

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

<b>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</b>	
Various Ammunition for the Sheriff's Department, Total cost \$12,949.20. The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area(for which we are a part of). This is included in the 2015-2016 Sheriff Budget 022700/5313	
DEPARTMENT CONTACT PERSON & TITLE J Odum, Admin Assist / P. Baldwin, Lieutenant	
DEPARTMENT NAME Sheriff	PHONE 760 878-0326
REQUESTED SUPPLIER/CONSULTANT NAME Dooley Enterprises, Inc	SUPPLIER CONTACT PERSON Daniela Soto
SUPPLIER ADDRESS 1196 Grove St. Ste A Anaheim, CA 92806	SUPPLIER CONTACT'S PHONE NUMBER 714 630-6436 Phone 714 630 3910 Fax

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

  
 \_\_\_\_\_  
 Signature of Requestor

\_\_\_\_\_  
 President/CEO Approval

12/9/15  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

From:

dooley enterprises, inc.

Customer Service

1198 N. Grove St. #A

Anaheim, CA 92806

Phone: (714) 630-6436 FAX: (714) 630-3910

# Price Quote

QUOTE #: 7399

DE #000057 B 0040

QUOTE DATE: 11/30/2015

To: INYO COUNTY SHERIFF'S DEPT.

SGT PAUL BALDWIN

P.O. BOX S

INDEPENDENCE CA 93526

PHONE #: (760) 873-6431

FAX #: (760) 878-0389

## Here are the prices you requested:

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
PRICES ARE PER CASE				
8,500 rounds <i>per thousand</i>	8.50 USA40SW	40 S&W 165gr. Full Metal Jacket - F	315.00	2677.50
	0.00 USA45A	45 Auto 185gr. Full Metal Jacket -	0.00	0.00
	0.00 RA45T	45 Auto 230gr. Jacketed Hollow Poin	0.00	0.00
10,000 rounds	10.00 RA223R	223 55gr. Pointed Soft Point <i>200/case</i>	570.00	5700.00
2,500 rounds	2.50 RA380T	380 Auto 95gr. Jacketed Hollow Poin	465.00	1162.50
7,000 rounds	7.00 RA9T	9mm 147gr. Jacketed Hollow Point T-	350.00	2450.00

NOTES:

PAUL,  
 HERE IS THE PRICE QUOTE YOU  
 REQUESTED FOR WILL CALL.  
 "USA45A" IS ON BACK ORDER  
 RIGHT NOW. LET ME KNOW IF YOU  
 HAVE ANY QUESTIONS.

DANIELA

SUBTOTAL \$11,990.00

TAX 8.00% TAX AMOUNT \$959.20

SHIPPING \$0.00

TOTAL \$12,949.20

IF YOU ARE IN CALIFORNIA, PLEASE ADD SALES TAX

\*\*\*\*\*FOR DROPSHIPS MINIMUM ORDER 5 FULL CASES\*\*\*\*\*



January 30, 2015

To Whom It May Concern:

Dooley Enterprises is an authorized distributor for Winchester ammunition and is the sole source for Winchester Ammunition in Alaska, Nevada, Oregon, Washington and Southern California.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Weeks". The signature is fluid and cursive.

Glen Weeks  
Director, Law Enforcement and  
Industrial Sales

jdm  
gw15-6

## DISTRIBUTOR LOCATOR

Enter your zip/postal code or city and state/province to find a Winchester Ammunition Retailer near you. The search results provide contact info and a map of the store's location.

California ▾

Reset (javascript:WebForm\_DoPostBackWithOptions(new WebForm\_PostBackOptions("ctl00-\$PlaceHolderMain\$distSearchCtl\$DistributorResetButton", "", true, "", "", false, true))) Go (javascript:WebForm\_DoPostBackWithOptions(new WebForm\_PostBackOptions("ctl00-\$PlaceHolderMain\$distSearchCtl\$DistributorSearchButton", "", true, "", "", false, true)))



Please contact your local distributor for law enforcement ammunition sales inquires.

### Distributor for California

Adamson Police Products - Northern California  
3290 Arden Road  
Hayward California 94545  
Vijay Maharaj  
Phone: (800) 777-5211  
Fax: (510) 723-0650  
Email: [vmaharaj@adamsonpoliceproducts.com](mailto:vmaharaj@adamsonpoliceproducts.com)  
(mailto:vmaharaj@adamsonpoliceproducts.com)

### Distributor for California

Dooley Enterprises - Southern California  
1198 North Grove Street #A  
Anaheim California 92806-2109  
Pat Dooley, Cindy Dooley  
Phone: (714) 630-6436  
Fax: (714) 630-3910  
Email: [ammo@dooleyenterprises.com](mailto:ammo@dooleyenterprises.com)  
(mailto:ammo@dooleyenterprises.com)



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

For Clerk's Use Only:  
AGENDA NUMBER

13

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

FROM: Veteran Service Office

FOR THE BOARD MEETING OF: January 5, 2016

SUBJECT: CVSO Funding

**DEPARTMENTAL RECOMMENDATION:**

Request your Board a) approve and authorize the Chairperson to sign the support letter regarding the CACVSO comments to proposed rulemaking for County Subvention Program.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

County supports the comments submitted by the California Association of County Veterans Service Officers (CACVSO) on December 14, 2015 regarding the California Department of Veterans Affairs' proposed rulemaking for the County Subvention Program as published in the California Regulatory Notice Register for 2015, number 46-Z.

County feels that it is important to maintain our prerogative and oversight of how we manage the office and staffing of the County Veterans Service Officer.

**ALTERNATIVES:**

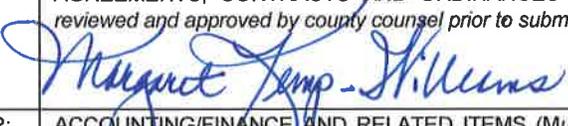
Not authorize signing the letter.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

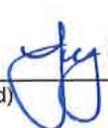
There is no cost for signing the letter of support.

**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 12/22/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ 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)

 v/s - VSO

Date: 12.23.15

<<County Board of Supervisors letterhead>>

December 16, 2015

California Department of Veterans Affairs  
Veteran Services Division  
Attention: Angela Yamamoto  
1227 O Street, Room 105  
Sacramento, CA 95814

**Re: Support: CACVSO comments to proposed rulemaking for County Subvention Program**

Dear Ms. Yamamoto:

Inyo County supports the comments submitted by the California Association of County Veterans Service Officers (CACVSO) on December 14, 2015 regarding the California Department of Veterans Affairs' proposed rulemaking for the County Subvention Program as published in the California Regulatory Notice Register for 2015, number 46-Z.

Specifically, Inyo County agrees with the comments and recommendations regarding sections 452(d)(2) and 452(d)(3). Our county feels that it is vitally important to maintain our prerogative to set the qualifications and duties of our employees and to retain oversight of how we manage the office and staffing of the County Veterans Service Officer. The proposed regulations will cause unnecessary administrative burden for our Human Resources staff to modify duty statements and track qualifications; an impact that you have failed to address in your rulemaking justifications. It may also impact our ability to negotiate with our represented employees and have an added adverse impact on our salary structures as a result. Finally, your statement of reasons implies that you will be taking a role in evaluating the performance of county staff; this is inappropriate. If you have an issue with the performance of our staff you need simply communicate those concerns with the employee's immediate supervisor; without the need to add burdensome regulations.

Sincerely,

**Supervisor Matt Kingsley, Chairperson**  
**Inyo County Board of Supervisors**

cc: Secretary, California Department of Veterans Affairs  
California Senate Committee on Veterans Affairs  
California Assembly Committee on Veterans Affairs  
California State Association of Counties

Rural County Representatives of California (if applicable to your county)

**California Association of County Veterans Service Officers (CACVSO)** comments on the California Department of Veterans Affairs' proposed rulemaking as published in the California Regulatory Notice Register for 2015, number 46-Z.

**§ 452. Operational Requirements of Participating Counties.**

**452(c)** - The proposed changes to subsection 452(c)(1) require counties to submit a certification *"that the current fiscal year expenditure exceeds the fiscal year 1988-89 expenditure by, at least, the full amount of the current annual allocation.* This certification is to be submitted by January 31 of each fiscal year. It would be helpful to include a definition of the term "expenditure" as including proposed expenditures for the remainder of the fiscal year, as many readers understand the term expenditure to mean only actual pay outs year to date and not proposed expenditures. However, a certification at this point in time is very likely to not meet the intended need.

As recently as fiscal year 2010-11 drastic mid-year reductions in the states local assistance appropriation were adopted in the February/March timeframe, more than half way through the fiscal year. This action by the State would have made a perfectly reasonable county certification submitted in January completely obviated as counties were forced to slash their proposed CVSO expenditures to match the loss of state funding.

Even without such drastic cuts the certification in January relies on strict adherence to the proposed expenditures for the January to June period of the fiscal year. Emergent issues at the county level can also drive differences between proposed expenditures and actual expenditures. Even a simple issue such as an employee quitting would significantly reduce expenditures.

In either case, the collection of prior year actual expenditure data would demonstrate that each county truly sustained the maintenance of effort being sought in this subsection and corrective action could be proposed for those counties which fail to meet that requirement.

Additionally, the Legislature has historically shown great interest in understanding what percentage of CVSO operations are funded with State funds. This important oversight by the Legislature can only be served by NOT deleting the current §452(c)(2).

While use of proposed expenditures may be appropriate to expedite the distribution of local assistance funds we feel reporting of actual expenditures would provide an important check and balance that demonstrates proposed expenditures became actual expenditures

We would recommend the following actions:

- Adopt the proposed section 452(c)(1), with the understanding of its limitations.
- Add a definition in an appropriate section to define "Expenditure" as "current year expenditures are estimates for the respective fiscal year" or similar wording. This definition is consistent with the DOF accounting glossary.
- Reject the proposed deletion of the current regulation section 452(c)(2).
- Adopt, with appropriate renumbering, the proposed language for sections 452(c)(2) and (c)(3).
- We would also be interested in discussing amendment of M&VC section 972.1 to adopt a more recent baseline year such as fiscal year 2010-11.

**452(d)(2)** - The proposed amendment is in violation of M&VC §970 which states, if a county elects to appoint a CVSO, that county may “prescribe the qualifications of” that person. By requiring “accreditation by the Department”, CalVet is subordinating statute to regulation by prescribing the qualifications of the CVSO and thus is inappropriate for the rulemaking process.

In its own Statement of Reasons the Department implies that it is necessary that they are capable of determining whether the CVSO is performing (at least some of) their duties adequately; once again it should be noted that the CVSO is appointed by the County Board of Supervisors and as such it is the county’s prerogative to evaluate the appointee’s performance of assigned duties.

The proposed language is confusing and inconsistent with governing federal regulation. 38CFR14.627 defines accreditation as the authority granted by VA to representatives to assist claimants in the preparation, presentation, and prosecution of claims for VA benefits. Accreditation is a function of the USDVA General Counsel’s Office using qualifications defined in 38CFR14.629, ergo there is no such qualification as “accreditation by the Department”; accreditation is by the USDVA Assistant General Counsel.

While in their Statement of Reasons the Department implies that only they can determine whether a CVSO is properly trained, 38CFR14628 puts that burden on all recognized organizations to “Take affirmative action, including training and monitoring of accredited representatives, to ensure proper handling of claims. In establishing that it meets this requirement, an organization requesting recognition shall submit: (A) A statement of the skills, training, and other qualifications of current paid or volunteer staff personnel for handling veterans’ claims; and (B) A plan for recruiting and training qualified claim representatives, including the number of hours of formal classroom instruction, the subjects to be taught, the period of on-the-job training, a schedule or timetable for training, the projected number of trainees for the first year, and the name(s) and qualifications of the individual(s) primarily responsible for the training.” As such CalVet is no more or less qualified to determine the effectiveness of accredited representatives than any other recognized organization.

Given the requirements of 38CFR, even if there was agreement that all CVSO’s should be accredited, any accreditation approved by the General Counsel’s Office, with any recognized organization, should suffice in that the requirements are the same for all accredited representatives of any of those organizations.

We would recommend the following actions:

- Reject the proposed language of §452(d)(2).
- We would be interested in discussing an amendment to appropriate sections of M&VC to address the underlying issues.

**452(d)(3)** – The proposed amendment usurps the counties prerogative to establish the duties and qualifications of their employees. We see no statute that supports such administrative action.

While we understand the State's goal to ensure that only qualified veteran service representatives are submitting claims, this proposed action is unnecessary, duplicative of federal regulations and outside the Department's legal authority.

Again, the proposed language is confusing and inconsistent with governing federal regulation. It must be remembered that the veteran service representative is representing the veteran before the USDVA, not CalVet; therefore the requirements for accreditation are set by the USDVA. Accreditation is a function of the USDVA General Counsel's Office using qualifications defined in 38CFR14.629, ergo there is no such qualification as "accreditation by the Department"; accreditation is by the USDVA Assistant General Counsel.

As discussed above, each recognized organization must take affirmative action in regards to providing training and ascertaining the qualifications of its accredited representative, on an ongoing, so the rationale given in the Statement of Reasons for this amendment is not germane.

Therefore, while we agree all veteran service representatives should be accredited, any accreditation approved by the General Counsel's Office, with any "recognized organization", should suffice in that the requirements are the same for all accredited representatives of any of those organizations including CalVet.

We would recommend the following action:

- Reject the proposed language of sub-section 452(d)(3).

#### **§ 453. State General Funded Subvention Programs; Audits and Fund Allocations.**

**(b)(1)(A)** – We would recommend continuing to include the dollar amount of the administrative component in this sub-section. The Department's Statement of Reason states that the proposed deletion is simply to relieve the administrative burden on the Department; which is not a valid reason under 1CCR20(c)(1). Additionally, it is our understanding that if a document incorporated by reference changes substantially, those changes would be subject to rulemaking process in accordance with 1CCR20(e). CACVSO, as a representative of the affected parties, would consider a change in the dollar amount as a substantive change and as such subject to rulemaking process whether in the actual affected section of CCR or in the incorporated document.

We would recommend the following action:

- Instead of deleting the dollar amount of the administrative component the regulation should be amended to change the dollar amount to the current allocated amount.
- The Department should clarify with OAL whether substantive changes to the incorporated document are subject to rulemaking and communicate the results of that determination with affected parties.

**(b)(1)(B)** – We would recommend continuing to include the dollar amount of the training component in this sub-section. The Department's Statement of Reason clearly states that the proposed deletion is to relieve the administrative burden on the Department which is not a valid reason under 1CCR20(c)(1). Additionally, it is our understanding that if a document

incorporated by reference changes substantially, those changes would be subject to rulemaking process in accordance with 1CCR20(e). CACVSO, as a representative of the affected parties, would consider a change in the dollar amount as a substantive change and as such subject to rulemaking process whether in the actual affected section of CCR or in the incorporated document.

Additionally we feel that the details of the training component allocation process should be included in this section of the CCR and not simply in the incorporated document. As explained in the Statement of Reasons the inclusion of the allocation in the incorporated document is simply to relieve the administrative burden on the Department which is not a valid reason under 1CCR20(c)(1). Additionally, having the allocation process included in this section of the CCR increases the transparency and eases access for not only affected parties but the general public (including the Legislature) who have an interest in this process. As currently displayed it requires some intimate knowledge of the Department's website to access the incorporated document; which may be fine for some of the details of the workload unit accounting but is not appropriate for the details of the allocation process. We agree that the majority of this document is appropriate for incorporation by reference, but do not agree with the placing the allocation process in that document.

Finally we note that the purpose of this training component is to ensure a highly trained cadre of veteran service representatives to serve the State's veterans. In particular, under the proposed allocation process, counties adding new staff would have access to additional funds to provide for initial training of staff. In reviewing proposed allocations for the counties we have noted several instances where the increase in available training funds pushes counties (particularly small counties) over the 50% limit discussed in §453(b)(1) of the current regulation. Due to the restricted nature of these funds we feel that training component allocations should not be included when determining whether a county has reached the 50% limit.

We would recommend the following action:

- Instead of deleting the dollar amount of the training component the regulation should be amended to change the old dollar amount to the current allocated amount.
- The Department should clarify with OAL whether substantive changes to the incorporated document are subject to rulemaking and communicate the results of that determination with affected parties.
- The Department should remove the text on page 7 of the incorporated document as it relates to how training component funds are allocated and amend that text into an appropriate location in §453.
- The Department should add language to an appropriate location in §453 to the effect that "The dollar amount of this training component shall not be included when determining whether the total subvention allocation to each county exceeds 50 percent of the county's current fiscal year budgeted expenditures as specified in section 453(b)(1)."



December 14, 2015

California Department of Veterans Affairs  
Veteran Services Division  
Attention: Angela Yamamoto  
1227 O Street, Room 105  
Sacramento, CA 95814

Dear Ms. Yamamoto,

Thank you for the opportunity to comment on your proposed rulemaking effort published in the California Regulatory Notice Register for 2015, number 46-Z. Attached are the comments of the California Association of County Veterans Service Officers. These comments have been vetted by our membership and as such should be considered carrying the weight of all county veteran service officers, not just the Association.

Per Government Code §11346.4, I request that you inform the appropriate office within CalVet that CACVSO would like to be added to the list of persons requesting notice of all regulatory actions being undertaken by the Department. The notices should be sent to both the President and Legislative Advocate in office at the time of publication.

We look forward to having an opportunity to discuss any issues in order to make your rulemaking process successful.

Sincerely

Chris Bingham  
President  
California Association of County Veterans Service Officers

Cc: Secretary, California Department of Veteran Affairs  
California State Assembly Committee on Veterans Affairs  
California State Senate Committee on Veterans Affairs  
California State Association of Counties, 1100 K St, Sacramento, CA



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  14
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- Consent Hearing  
 Scheduled Time for
- Departmental  
 Closed Session
- Correspondence Action  
 Informational
- Public

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

**FOR THE BOARD MEETING OF:** January 12, 2016

**SUBJECT:** 2015/2016 Maternal Child and Adolescent Health Allocation

**DEPARTMENTAL RECOMMENDATION:**

Request the Board ratify the Maternal Child and Adolescent Health (MCAH) Allocation funding between the County of Inyo and California Department of Public Health in the amount of \$110,920.00 for the period of July 1, 2015, through June 30, 2016 and authorize the Chairperson to sign the Agreement Funding Application Policy Compliance and Certification.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Maternal Child and Adolescent Health program funds public health staff to ensure coordination and access to services for women, adolescents and children. In collaboration with service providers, private and public agencies and community residents, the MCAH Director works towards the goal of assuring access and availability of a complete spectrum of services to women, infants, children and adolescents in our communities.

The Agreement Funding Application which includes the Budget, Scope of Work and supporting documentation was received in August 2015. The Application was delayed due to staffing changes in the Public Health division's MCAH program. With technical assistance and an approved deadline extension from the State, staff continued to work on completion of the Application and have remained in contact with the State to ensure continued eligibility for funding.

**ALTERNATIVES:**

This funding has been available to public health staff for many years. Not accepting the funding would eliminate the State funding contribution for several health staff members. Declining the funding would mean that the County would still have to provide mandated administrative services without state or federal support.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

Funding for this contract is from State and Federal Funding and Health Realignment. This funding would be brought in as revenue to the MCH Budget (641615) in State Grants (4498). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) <i>Margaret Kemp-Jillman</i> Approved: <input checked="" type="checkbox"/> Date: <u>12/18/15</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date: <u>12/27/2015</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:** Jean Turner Date: 12-23-15  
(Not to be signed until all approvals are received)

# FY 2015 - 2016 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Inyo  
 Agreement #: 201514

Program:  MCAH     BIH     AFLP  
 (Check one box only)

Please check the box next to all submitted documents. All documents must be submitted by email using the required naming convention on page 2.	
<input checked="" type="checkbox"/>	<b>1. <u>AFA Checklist</u></b>
<input checked="" type="checkbox"/>	<b>2. Annual Personnel <u>Update Form</u></b> with signature (PDF)
<input checked="" type="checkbox"/>	<b>3. <u>Attestation</u> of Compliance with the Sexual Health Education Accountability Act of 2007</b> (PDF)
<input checked="" type="checkbox"/>	<b>4. <u>Community Profile</u></b> (submit only one profile which includes information about your MCAH, AFLP and/or BIH populations and programs as applicable) (Word)
<input checked="" type="checkbox"/>	<b>5. <u>Budget Template</u></b> (Summary Page, Detail Pages, and Justifications) listing all staff (by position) and costs (including projected salaries and benefits). Personnel must be consistent with the Duty Statements and Organizational Charts (Excel)
<input checked="" type="checkbox"/>	<b>6. <u>Duty Statements (DS)</u></b> for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget (Word)
<input checked="" type="checkbox"/>	<b>7. <u>Org Chart(s)</u></b> of the applicable programs, identifying all staff positions on the budget (w/line item #) and its relationship to other services for women and children, the local health officer and overall agency (Word, Excel, PDF)
<input type="checkbox"/>	<b>8. <u>Approval Letters</u></b> including waivers for the following positions (PDF): <input type="checkbox"/> MCAH Director; <input type="checkbox"/> BIH Coordinator; <input type="checkbox"/> AFLP Director; <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/>	<b>9. <u>Scope of Work (SOW)</u></b> documents for all applicable programs (PDF/Word)
<input checked="" type="checkbox"/>	<b>10. Annual <u>Inventory</u></b> – Form CDPH 1204 (Word)
<input type="checkbox"/>	<b>11. Local Health Officer Approval Letter to conduct <u>FIMR</u></b> [MCAH only] (PDF)
<input type="checkbox"/>	<b>12. Subcontractor (<u>SubK</u>) Agreement Packages</b> (required for all SubKs \$5,000 or more) (PDF)
<input type="checkbox"/>	<b>13. Certification Statement for the Use of Certified Public Funds (<u>CPE</u>)</b> [AFLP CBOs and/or SubKs with FFP] (PDF)

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD  
FY 2015-2016 (LHJs)/2012-13 to 2015-16 (CBOs)**

**ANNUAL PERSONNEL UPDATE FORM**

At the beginning of each fiscal year Agencies are required to submit this form along with their AFA/Contract Package, which requires certification signatures (original signatures, no stamps allowed). This form should also be used when submitting updates that occur during the fiscal year. Update submissions do not require certification signatures.

The Agency Identification Information section must be completed each time this form is submitted.

**AGENCY IDENTIFICATION INFORMATION**

Any program related information being sent from the CDPH MCAH Division will be directed to the MCAH and/or AFLP Director.

Please check the applicable "Program" boxes below:

MCAH       AFLP       BIH       FIMR       CHVP

**Fiscal Year: 2015-16**      Update Effective: \_\_\_\_\_ (only required when submitting updates)

Agreement/Contract Number:	<b>201514</b>				
Federal Employer ID#:	95-600445				
Complete Official Agency Name:	Inyo County Health and Human Services/Public Health				
Business Office Address:	PO Drawer H, Independence, CA 93526				
Agency Phone:	760-873-7868	Agency Fax: 760-873-7800			
Agency Website Address:	www.countyofinyo.us/publichealth				
<b>1 AGENCY DIRECTOR</b>					
Name:	Jean Turner				
Title:	Health and Human Services Director				
Mailing Address:	PO Drawer H				
City:	Independence	Zip:	93526		
Phone:	760-878-0242	Ext.:		FAX:	760-878-0266
E-Mail Address:	jturner@inyocounty.us				

2 BOARD INFORMATION					
Clerk of the Board <input checked="" type="checkbox"/>			Chair Board of Supervisors <input type="checkbox"/>		
Title:	Pat Gunsolley				
Mailing Address:	PO Drawer N				
City:	Independence			Zip:	93526
Phone:	760-878-0373	Ext.		FAX:	760-878-2241
E-Mail Address:	pgunsolley@inyocounty.us				

3 OFFICIAL AUTHORIZED TO COMMIT AGENCY					
Name:	Matt Kingsley				
Title:	Chairperson, Board of Supervisors				
Mailing Address:	PO Drawer N				
City:	Independence			Zip:	93526
Phone:	760-878-0373	Ext.		FAX:	760-878-2241
E-Mail Address:	mkingsley@inyocounty.us				

4 FISCAL OFFICER					
Name:	Melissa Best-Baker				
Title:	Senior Management Analyst				
Mailing Address:	PO Drawer H				
City:	Independence			Zip:	93526
Phone:	760-878-0242	Ext.		FAX:	760-878-0266
E-Mail Address:	mbestbaker@inyocounty.us				

5 MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same) <input type="checkbox"/>					
Name:	Linda Manning				
Title:	Public Health Nurse				
Mailing Address:	207A West South St.				
City:	Bishop			Zip:	93514
Phone:	760-873-7868	Ext.		FAX:	760-873-7800
E-Mail Address:	lmanning@inyocounty.us				

6 MCAH COORDINATOR (Only complete if different from #5)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:		Ext.		FAX:		
E-Mail Address:						

7 MCAH BUDGET CONTACT						
Name:	Melissa Best-Baker					
Title:	Senior Management Analyst					
Mailing Address:	PO Drawer H					
City:	Independence			Zip:	93526	
Phone:	760-878-0242	Ext.		FAX:	760-878-0266	
E-Mail Address:	mbestbaker@inyocounty.us					

8 MCAH INVOICE CONTACT (Only complete if different from #7)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:		Ext.		FAX:		
E-Mail Address:						

9 PERINATAL SERVICES COORDINATOR (PSC)						
Name:	Linda Manning					
Title:	Public Health Nurse					
Mailing Address:	207A West South St.					
City:	Bishop			Zip:	93514	
Phone:	760-873-7868	Ext.		FAX:	760-873-7800	
E-Mail Address:	lmanning@inyocounty.us					

10 AFLP DIRECTOR (Only complete if different from MCAH Director)					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

11 AFLP COORDINATOR (Only complete if different from #10)					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

12 AFLP BUDGET CONTACT					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

13 AFLP INVOICE CONTACT (Only complete if different from #12)					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

14 BLACK INFANT HEALTH (BIH) COORDINATOR					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

15 BIH BUDGET CONTACT					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

16 BIH INVOICE CONTACT (Only complete if different from #15)					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

17 FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

18 SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT					
Name:	Linda Manning				
Title:	Public Health Nurse				
Mailing Address:	207A West South St.				
City:	Bishop	Zip:	93514		
Phone:	760-873-7868	Ext.:		FAX:	760-873-7800
E-Mail Address:	lmanning@inyocounty.us				

19 CALIFORNIA HOME VISITING PROGRAM (CHVP) COORDINATOR/ NURSING SUPERVISOR					
Name:					
Title:					
Mailing Address:					
City:		Zip:			
Phone:		Ext.:		FAX:	
E-Mail Address:					

20 OTHER					
Name:					
Title:					
Mailing Address:					
City:		Zip:			
Phone:		Ext.:		FAX:	
E-Mail Address:					

**AGREEMENT FUNDING APPLICATION  
POLICY COMPLIANCE AND CERTIFICATION**

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

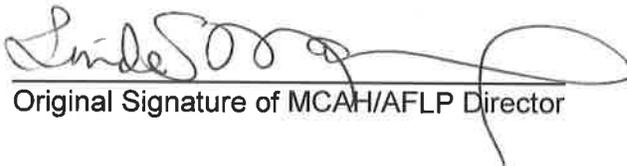
I certify that this Maternal, Child and Adolescent Health (MCAH) related program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that this MCAH related program will comply with the MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that this MCAH related program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that this MCAH related program may be subject to all sanctions or other remedies applicable if this MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Original Signature of Official authorized to  
commit the Agency to an MCAH Agreement

Matt Kingsley  
Name (Type or Print)

\_\_\_\_\_  
Chariperson of the Board of Supervisors  
Title

\_\_\_\_\_  
Date

  
Original Signature of MCAH/AFLP Director

Linda Manning  
Name (Type or Print)

\_\_\_\_\_  
Public Health Nurse  
Title

11/25/15  
Date

**Exhibit K**

**Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007**

**Agency Name:** INYO

**Agreement/Grant Number:** 201514

**Compliance Attestation for Fiscal Year:** 2015-2016

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

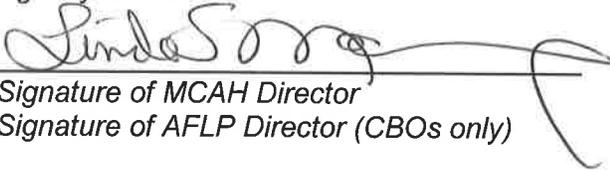
**Signed**

Inyo County HHS/Public Health

*Agency Name*

201514

*Agreement/Grant Number*



*Signature of MCAH Director*

*Signature of AFLP Director (CBOs only)*

11-25-15

*Date*

Linda Manning

*Printed Name of MCAH Director*

*Printed Name of AFLP Director (CBOs only)*

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES  
HEALTH AND SAFETY CODE  
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
- (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
  - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

# Inyo County Maternal Child and Adolescent Health Community Profile 2015-2016

## Section 1 – Demographics

	Local	State
<b>Our Community</b>		
Total Population <sup>1</sup>	18,637	37,826,160
Total Population, African American	105	2,203,540
Total Population, American Indian/ Alaskan Natives	1,906	164,381
Total Population, Asian/Pacific Islander	256	5,035,603
Total Population, Hispanic	3,776	14,501,606
Total Population, White	12,177	14,953,617
Total Live Births	219	503,763
<b>Our Mothers and Babies</b>		
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy <sup>2</sup>	79.3	83.6%
% of births covered by Medi-Cal <sup>2</sup>	53.9	47.0%
% of women ages 18-64 without health insurance <sup>3</sup>	21.0	22.4%
% of women giving birth to a second child within 24 months of a previous pregnancy <sup>2</sup>	43.1	38.5%

	Local	State
<b>Our Mothers and Babies (continued)</b>		
% live births less than 37 weeks gestation <sup>2</sup>	9.8	9.8%
Gestational diabetes per 1,000 females age 15-44	5.7	8.1
% of female population 18-64 living in poverty (0-200% FPL) <sup>3</sup>	33.0	35.0%
Substance use diagnosis per 1,000 hospitalizations of pregnant women	28.9	15.7
Unemployment Rate <sup>4</sup>	9.8	11.5
<b>Our Children and Teens</b>		
Teen Birth Rate per 1,000 births (ages 15-19) <sup>2</sup>	33.1	28.4
Motor vehicle injury hospitalizations per 100,000 children age 0-14	0.0	17.3
% of children, ages 0-18 years living in poverty (0-200% FPL) <sup>3</sup>	46.0	46.8%
Mental health hospitalizations per 100,000 age 15-24	800.7	1,348.6
Children in Foster Care per 1,000 children <sup>5</sup>	6.8	6.5
Substance abuse hospitalization per 100,000 aged 15-24	350.3	691.2

Data sources: <sup>1</sup>CA Dept. of Finance population estimates 2012, <sup>2</sup>CA Birth Statistical Master Files 2010-2012, <sup>3</sup>US Census Bureau - Small Area Health Insurance Estimates 2010-2012, <sup>4</sup>CA Employment Development Dept. 2010-2012, <sup>5</sup>Data from CA Child Welfare Indicators Project, UC Berkeley 2010-2012

## Section 2 – About Our Community – Health Starts Where We Live, Learn, Work, and Play

Describe the following using brief narratives or bullets: 1) *Geography*, 2) *Major industries and employers (public/private)*, 3) *Walkability, recreational areas*

**GEOGRAPHY** Inyo County covers 10,477 square miles of central California, along the Nevada border. The County boasts both the lowest point in the United States- Badwater in Death Valley National Park, at 282 feet below sea level- and the highest point in the continental United States- Mt. Whitney, at 14,496 feet above sea level. Much of the County's population resides in the Owens Valley, a high desert environment surrounded by the towering mountain peaks of the Sierra Nevada and White Mountain ranges. The southeastern portion of Inyo County contains a series of mountain ranges characteristic of the rest of the Great Basin, interspersed with spans of desert. Due to the rugged terrain, Inyo County residents are fairly isolated from the rest of California.

It takes at least 3 to 5 hours by car to reach a moderately large city in California or Nevada. Los Angeles and Las Vegas are a 4½ -5½ hour drive south, while Sacramento, or Fresno are about a 4 to 5 hour drive north and west over the Sierra Nevada mountains. It is not unusual for the passes through the mountains to be closed, however, during half of the year. In that case, residents must travel many additional miles to circumvent the mountains, thereby adding miles, gas costs and hours.

### MAJOR INDUSTRIES/EMPLOYERS

With less than 2% of the land in Inyo County under private ownership, economic development can be a challenge. The major industries in Inyo include agriculture, tourism/hospitality, and retail. The government sector is the largest employer.

Major Employers include government agencies, such as the City of Los Angeles Department of Water and Power, the County of Inyo, the City of Bishop, the State of California (CalTrans/CHP/DMV), Forest Service/Park Service/Bureau of Land Management, and school districts. Two hospitals and, when taken in aggregate, retailers are also relatively large employers in the Bishop on Lone Pine areas.

**WALKABILITY/RECREATION** Walkability scores in the population centers of Inyo County range from 0-76 on a scale of 1-100. The scores vary widely by community due to the very rural nature of most Inyo County neighborhoods, where motorized transportation is needed for most errands. While many residents must drive a car to the store, outdoor recreation opportunities are abundant. There are County parks in most communities, and with 98% of the land being owned by Local, State, or Federal government agencies, public lands are accessible for recreation throughout the county.

Data Sources: Inyo County Visitor's Guide, 2<sup>nd</sup> Ed., 2009. David J. Orozco.  
<https://www.walkscore.com/score>  
<http://www.labormarketinfo.edd.ca.gov/county/invo.html>

### Section 3 – Health System – Health and Human Services for the MCAH Population

Describe the following using brief narratives or bullets: Strategies/initiatives that address the following: Maternal/Women's Health, Perinatal/Infant Health, Child Health, Adolescent Health, Children with Special Health Care Needs and cross cutting or life course issues (public health issues that impact multiple MCAH population groups).

#### PUBLIC HEALTH ISSUES THAT IMPACT MCAH POPULATION

Inyo County is considered a frontier county, due to the very low population density and distance from large urban areas. One unfortunate byproduct of our location is a shortage or lack of health care options for some members of our community. Health care reform has increased the number of residents who have health insurance. However, access to care remains an issue because there are very few providers. Inyo has a particular lack of adequate dental and vision services for Medi-Cal patients. Access to prenatal services is also very limited in the southern portion of the County.

#### STRATEGIES IN INYO COUNTY

Inyo County MCAH has focus efforts on building relationships with local provider, especially those who provide prenatal services. We have also initiated and continue to participate in a multi-agency collaborative to address childhood obesity, after finding that as a priority area of need in recent needs assessments. The Inyo MCAH program provides dental case management and transportation for low income families who must seek pediatric dental services out-of-county.

### Section 4 – Health Status and Disparities for the MCAH Population

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

Health indicators and disparities can be difficult to track in Inyo County due to the small population size. Statistics are often not available, unreliable, or combined with data from other small counties in order to reach a statistically significant sample size. That being said, we know that smoking rates, STD rates, poverty rates, and other key health or social indicators tend to be higher in Inyo compared to statewide data. The County Health Rankings compiled by the Robert Wood Johnson Foundation ranked Inyo County 52 out of 57 total counties for health outcomes.

- Data shows ongoing challenges, with some improvements, over the years with women in Inyo County accessing early prenatal care, with rates lower than the state. This is assumed to be largely due to the large geographical area of the county, language barriers to accessing care, and limited availability of Medi-Cal providers. This also can be due to partially to cultural beliefs and practices around the need for early prenatal care.
- Inyo County has historically had a high teen pregnancy rate, with data over the last ten years showing no trend towards declining rates in the 15-17 year old range, but there is a declining trend in the 18-19 year olds, though still high. In 2013, the number of teen pregnancies peaked and the first quarter of 2014 is showing a similar trend. Assumptions are made that teen pregnancy is due to lack of activities for teens, gaps in information and access to services for prevention, and in the 18-19 year olds perhaps a cultural norm to start families early.
- Inyo County is a designated Dental Health Professional Shortage Area (DPSA), and presents a huge challenge for individuals, and particularly pediatric clients, in accessing dental care. For the past several years, MCAH funding has enabled the county to provide a part-time dental case manager to assist pediatric dental clients access services.

**IMPORTANT:** By clicking this box, I agree to allow the state MCAH Program to post my LHJ's Community Profile on the CDPH/MCAH website.



Program: Maternal, Child and Adolescent Health  
Agency: 201514 Inyo  
Subj:

	(1)	UNMATCHED FUNDING		NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)	
		MCAH-TV	AGENCY FUNDS	MCAH City-N	MCAH City-E		
TOTAL FUNDING	(2)	(3)	(6)	(7)	(10)	(11)	(14)
	%	TITLE V	%	Agency Funds	%	Combined Fed/Agency	%

(II) OPERATING EXPENSES DETAIL							
	TOTAL OPERATING EXPENSES	31,045	18,667	5,398	6,979		% PERSONNEL MATCH MCAH Available 41.06%
TRAVEL		4,000	4,000				41.06%
TRAINING							
1 General Operating		7,118	3,057	1,138	2,923		41.06%
2 MCAH Action Dues		1,107	1,107	2,940	411		41.06%
3 Motel/Pool		2,940					41.06%
4 Rentals		1,000	589				41.06%
5 Client Support Materials		6,000	6,000				
6 Advertising		2,000	1,179		821		41.06%
7 Internal Charges		2,880	1,687		1,183		41.06%
8 Utilities		4,000	1,038	1,320	1,642		41.06%
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\*\* Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL							
	TOTAL CAPITAL EXPENDITURES						% PERSONNEL MATCH MCAH Available 41.06%

(IV) OTHER COSTS DETAIL							
	TOTAL OTHER COSTS						% PERSONNEL MATCH MCAH Available 41.06%
SUBCONTRACTS							
1							
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OTHER CHARGES							
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Program: Maternal, Child and Adolescent Health		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)	
Agency: 201514 Inyo		MCAH-TV		AGENCY FUNDS		MCAH City-N		MCAH City-E	
Subsk:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
TOTAL FUNDING		%	TITLE V	%	Agency Funds	%	Combined Fed/Agency	%	Combined Fed/Agency
1,700		57.75%	982	42.25%	718	718			

**(V) INDIRECT COSTS DETAIL**

TOTAL INDIRECT COSTS	1,700	982	718
1.83% of Total Wages + Fringe Benefits	1,700	982	718

**(I) PERSONNEL DETAIL**

INITIALS	TITLE OR CLASSIFICATION	% FTE	ANNUAL SALARY	TOTAL WAGES	TOTAL PERSONNEL COSTS	FRINGE BENEFIT RATE	TOTAL PERSONNEL COSTS	104,519	24,229	19,928	U-Pers MFR	Total Match
1	KB Public Health Nurse/MCAH Coordin	23.00%	74,192	17,064	48.70%		60,361	1,028	40.00%	6,826	51.3%	51.30%
2	KB Public Health Nurse/SIDS Coordin	2.00%	74,192	1,484	100.00%		17,215	4,635		5,684	57.3%	60.00%
3	EC Prevention Specialist	15.00%	51,501	7,725	40.00%		43,146	1,529			60.0%	60.00%
4	SN Prevention Specialist	5.00%	50,977	2,549	40.00%			2,688			60.0%	60.00%
5	MR Prevention Specialist	10.00%	44,982	4,498	40.00%			4,432			60.0%	53.75%
6	NL IHS Specialist	20.00%	41,224	8,245	46.25%						51.3%	
7	SW Office Tech III	20.00%	49,452	9,890	100.00%						51.3%	
8	AB Office Tech III	5.00%	46,075	2,304	100.00%						51.3%	
9	WS Office Tech II	5.00%	48,064	2,403	100.00%						51.3%	
10	KB Public Health Nurse/PSC Nurse	25.00%	74,192	18,548	48.70%		8,033	2,086	40.00%	7,419	51.3%	51.30%
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Program: Agency: SubIC:	UNMATCHED FUNDING		NON-ENHANCED MATCHING (6060)		ENHANCED MATCHING (7825)	
	MCAH-TV		MCAH Crq-N		MCAH Crq-E	
	(2)	(3)	(10)	(11)	(14)	(15)
	(1)	(4)	(5)	(6)	(7)	(8)
	TOTAL FUNDING	TITLE V	%	%	Agency Funds	Combined Funding
42						
43						
44						
45						
46						
47						
48						
49						
50						

**Budget:**  
**Program:** ORIGINAL  
**Agency:** Maternal, Child and Adolescent Health  
**SubK:** 201514 Inyo

Version 4.4A-50 Quarterly  
 Use the following link to access the current AFA webpage and the current base MCF% for your agency:  
<http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalDocuments.aspx>

(I) PERSONNEL DETAIL		BASE MEDICAL FACTOR %				51.30%				
TOTALS		1.30	554,851	74,710	29,809.29	PROGRAM	MCF %	MCF Type	Requirements (Click link to view)	MCF % Justification
INITIALS	TITLE OR CLASS.	% FTE	ANNUAL SALARY	TOTAL WAGES	FRINGE BENEFIT RATE %	FRINGE BENEFITS	MCF %	MCF Type	Requirements (Click link to view)	MCF % Justification
1	KB Public Health Nurse/MCAH Coordinat	23.00%	74,192	17,064	39.90%	6,808.54	51.3%	Base		
2	KB Public Health Nurse/SIDS Coordinat	2.00%	74,192	1,484	39.90%	592.12	51.3%	Base		
3	EC Prevention Specialist	15.00%	51,501	7,725	39.90%	3,082.28	60.0%	Variable	YES	Based on previous year's caseload and Medi-Cal rate of cases
4	SN Prevention Specialist	5.00%	50,977	2,549	39.90%	1,017.05	60.0%	Variable	YES	Based on previous year's caseload and Medi-Cal rate of cases
5	MR Prevention Specialist	10.00%	44,982	4,498	39.90%	1,794.70	60.0%	Variable	YES	Based on previous year's caseload and Medi-Cal rate of cases
6	NL HHS Specialist	20.00%	41,224	8,245	39.90%	3,289.76	60.0%	Variable	YES	Based on previous year's caseload and Medi-Cal rate of cases
7	SW Office Tech III	20.00%	49,452	9,890	39.90%	3,946.11	51.3%	Base		
8	AB Office Tech III	5.00%	46,075	2,304	39.90%	919.30	51.3%	Base		
9	WS Office Tech II	5.00%	48,064	2,403	39.90%	958.80	51.3%	Base		
10	KB Public Health Nurse/PSC Nurse	25.00%	74,192	18,548	39.90%	7,400.65	51.3%	Base		
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Budget:	ORIGINAL
Program:	Maternal, Child and Adolescent Health
Agency:	201514 Inyo
SubK:	

**(II) OPERATING EXPENSES JUSTIFICATION**

TOTAL OPERATING EXPENSES		31,044	
	TRAVEL	4,000	Travel related expenses (per diem, lodging and motorpool) for required trainings and conferences
	TRAINING		
1	General Operating	7,118	Office supplies, copier costs and postage
2	MCAH Action Dues	1,106	Annual dues
3	Motorpool	2,940	Motorpool costs for MCAH Scope of Work activities
4	Rents	1,000	Work location rent costs and outreach event space rent
5	Client Support Materials	6,000	Motivational redirectives for dental, prenatal and nutrition education tools
6	Advertising	2,000	Newspaper and radio advertising on MCAH specific topics
7	Internal Charges	2,880	Internal charges for building and maintainance, janitorial, etc.
8	Utilities	4,000	Includes electricity, phone, propane and water
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**(III) CAPITAL EXPENDITURE JUSTIFICATION**

TOTAL CAPITAL EXPENDITURES			

**(IV) OTHER COSTS JUSTIFICATION**

TOTAL OTHER COSTS			

**SUBCONTRACTS**

1			
2			
3			
4			
5			

**OTHER CHARGES**

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8			

**(V) INDIRECT COSTS JUSTIFICATION**

TOTAL INDIRECT COSTS		1,700	Per CDPH approved ICR

**Title:** MCAH Director - SIDS Coordinator  
Public Health Nurse

**Assigned:** Maternal Child and Adolescent Health Program

**Definition:** The main charge of the MCAH Director is to provide overall direction of the MCAH programs to promote the health and well being of women of reproductive age, infants, children and adolescents. To accomplish this, the MCAH Director works with other MCAH staff to assess MCAH needs and implement a scope of work.

**MCAH Director Duties:**

- Prepare annual scope of work, end of year report, including working with fiscal to prepare and monitor budgets
- Develop the five year action plan based on the identified needs in Inyo County to establish MCAH goals and objectives
- Provide skilled technical expertise for the planning and prioritizing of identified needs in Inyo County
- Provide technical oversight to MCAH activity implementation using the scope of work as the way forward
- Collect, maintain, and analyze program data for monitoring and evaluation against the scope of work outcomes
- Participate in community task forces, to promote and advocate for MCAH needs and services
- Develop strategies to increase system capacity and to close service gaps.
- Attend State MCAH Director trainings as offered
- This position must meet the criteria for SPMP

**SIDS Coordinator Duties:**

- Identify opportunities to advocate for SIDS prevention with service providers and media
- Participate in outreach events targeting pregnant and mothers with infants, promoting SIDs Safe Sleep education
- Assure public health staff readiness for the potential SIDS family case work.
- Train Public Health staff on SIDS activities, prevention and response
- This position must be a Skilled Professional Medical Personnel (SPMP).
- Attend annual SIDS conference

**Title:** Prevention Specialist

**Assigned:** Maternal Child and Adolescent Health Program

**Definition:** Under the direction of the MCAH Director supports in obtaining dental access to the Medi-Cal eligible population

**Duties:**

- Informs and assists the Medi-Cal eligible population to obtain Medi-Cal
- Receives referrals from various sources, contacts each referral for assessment of unmet dental needs
- Assists the family in the identification of barriers to dental care.
- Develops with the family individual plans to address dental needs, including identifying dental providers who accept Medi-Cal
- Coordinates and provides transportation services to care and accompanies clients to dental services.
- Ensures translation services for clients and outreach materials
- Conduct educational outreaches on oral health care at schools other community events, including distribution kits to children and pregnant women
- Collect data and evaluate to monitor Scope of Work outcomes
- Advocacy to local dental providers on the importance of providing dental care to pregnant women

**Title:** HHS Specialist

**Assigned:** Maternal Child and Adolescent Health Program

**Definition:** Under the direction of the MCAH Director assists in the establishment of outreach strategies for the underserved population.

**Duties:**

- Informs high risk populations and women of reproductive age of programs that will benefit them
- Assists clients to obtain Medi-Cal through informing them of eligibility requirements, application process and arranges for appointments as needed
- Provides Spanish translation to clients needing services, and for MCAH materials
- Participate in outreach events, promoting MCAH objectives
- Support referral process for Dental and Nutrition objectives in MCAH Scope of Work
- Provide data collection and entry support
- Participates in interagency coordination of efforts to outreach to Hispanic women to promote early access to perinatal services.

**Title:** Office Technician III

**Assigned:** Maternal Child and Adolescent Health Program

**Definition:** Under the supervision of the MCAH Director, provides clerical support to the MCAH program and staff.

**Duties:**

- Support MCAH Director in preparing annual Scope of Work and Annual Report
- Assist with capturing and analyzing program data for feedback into the monitoring and evaluation process
- Attends collaboratives and other MCAH program related meetings, assisting with agendas, minutes, and other logistics as requested
- Procuring and distributing MCAH related materials with service providers and collaborative
- Support production of advocacy materials in local media
- Works with fiscal staff to review and maintain ongoing budget spending and planning in collaboration with MCAH Director
- Procurement of needed office supplies and programmatic materials
- Provides program administrative assistance for Health Department staff and community service providers to include the following programs: Family PACT, California Health & Disability Program, California Children's Services, Immunization Program and SNAP-Ed.

**Title:** Office Tech III

**Assigned:** Maternal Child and Adolescent Health Program

**Definition:** With direction from the MCAH Director, prepares the claims for reimbursement, assists with the completion of the state and county budgets and provides fiscal support for the MCAH programs.

**Duties:**

- Prepares program and county budget.
- Monitors program and county budget.
- Supervises program claiming, purchasing and payroll.
- Prepares financial reports.
- Processes all personnel documents.

**Title:** Office Tech II

**Assigned:** Maternal Child and Adolescent Health Program

**Definition:** Under the supervision of the Fiscal Supervisor, assists in preparation of quarterly claims.

**Duties:**

- Collects the documentation necessary for claims reimbursement.
- Purchases of supplies.
- Maintains inventory of supplies.
- Prepares the claims for reimbursement.

**Title:** Perinatal Services Coordinator  
Public Health Nurse

**Assigned:** Maternal Child and Adolescent Health Program

**Perinatal Services Coordinator (PSC) Duties:**

**Assigned:** Comprehensive Perinatal Services Program (CPSP)

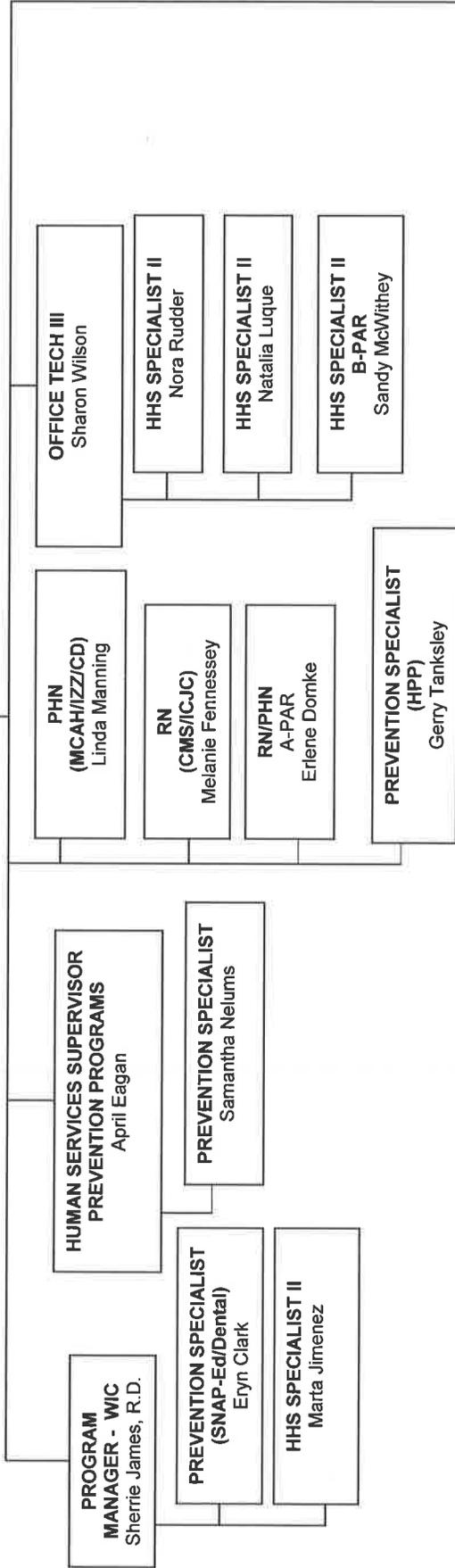
**Definition:** The PSC functions to assess, plan and implement local CPSP activities.

- Identify and recruit potential CPSP providers
- Assist potential providers in the application process
- Offer technical assistance to providers regarding CPSP program
- Work with the MCAH Director to identify unmet needs/problems of the Perinatal population and develop activities to address them.
- Collaborate with NEST Program at Northern Inyo Hospital to access referrals of Hispanic women who are postpartum and entered prenatal care late
- Develop an interview format to assess Knowledge, Attitudes, and Beliefs (KAB) about importance and timeliness of prenatal care
- Conduct interviews, providing bilingual translation as needed
- This position must meet the criteria for SPMP

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

**HHS DEPUTY DIRECTOR  
PUBLIC HEALTH & PREVENTION  
Anna Scott**

**HEALTH OFFICER  
(CONTRACT EMPLOYEE)  
Richard Johnson, MD**



**FIRST 5 - INYO COUNTY  
(CHILDREN & FAMILIES COMMISSION)  
SEVEN (7) COMMISSIONERS**

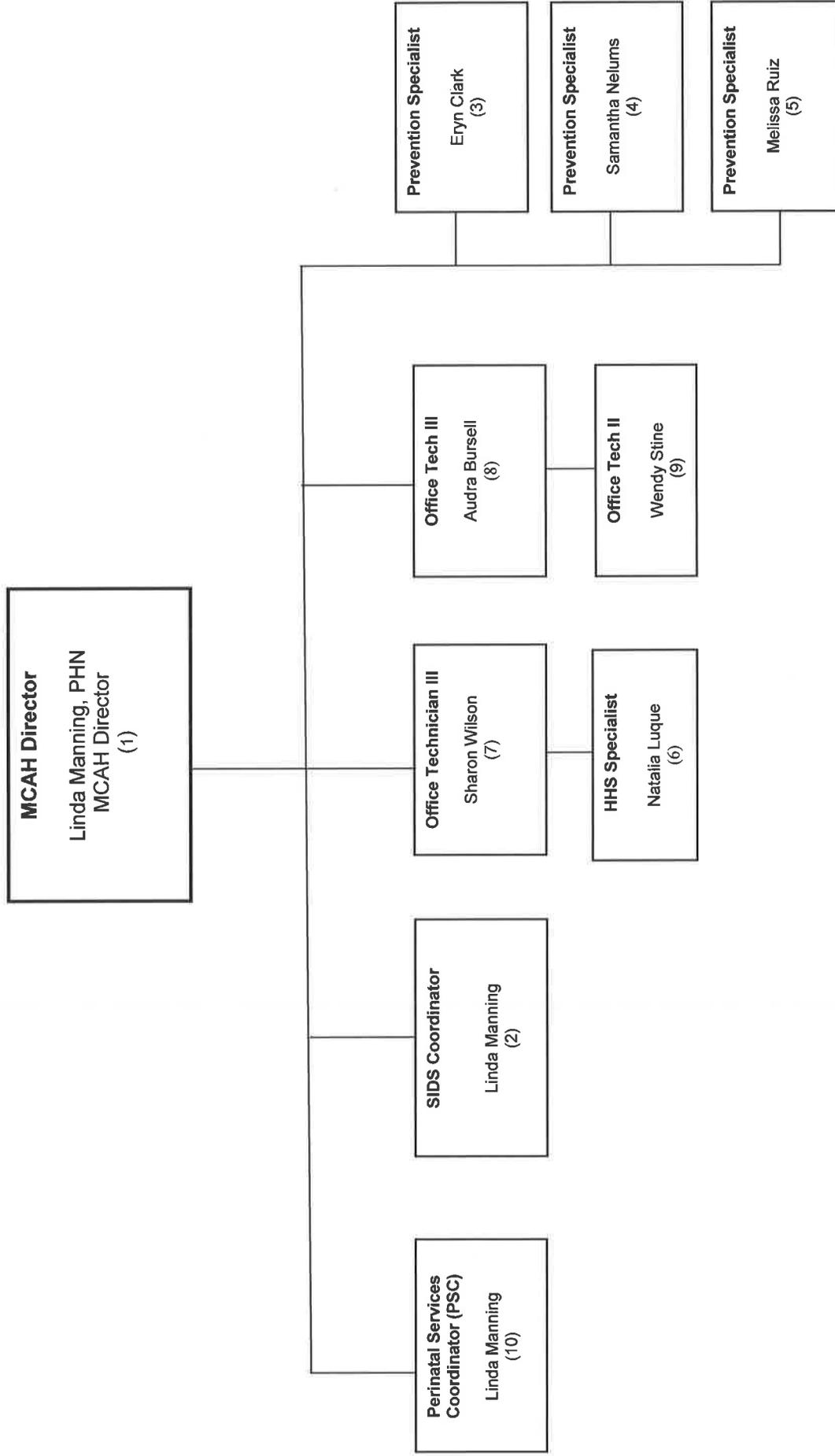
**FIRST 5 INYO COUNTY  
DIRECTOR  
Jody Veenker**

**PREVENTION SPECIALIST  
Melissa Ruiz**

**HHS SPECIALIST II  
Vacant**

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

# Maternal, Child and Adolescent Health (MCAH) Organizational Chart



## California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop at least one objective in each of Goals 1 and 2 and 2 objectives for Goal 3, a SIDS objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3, Objectives 3.5-3.7 and 3.8. In the second shaded column, Intervention Activities to Meet Objectives, insert the number and percent of cases you will review for the fiscal year. If resources allow, LHJs should also develop additional objectives, which they may place under any of the Goals 1-6. All activities in this SOW must take place within the fiscal year. Please see the MCAH Policies and Procedures Manual for further instructions on completing the SOW.  
<http://www.cdph.ca.gov/services/funding/mcah/Pages/LocalMCAHProgramDocuments.aspx>

The development of this SOW was guided by several public health frameworks listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- The Ten Essential Services of Public Health: <http://www.cdc.gov/nphsp/essentialServices.html>;
- The Spectrum of Prevention: <http://www.preventioninstitute.org/component/taxonomy/term/list/94/127.html>
- Life Course Perspective: <http://mchb.hrsa.gov/lifecourse/resources.htm>
- The Social-Ecological Model: <http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html>
- Social Determinants of Health: <http://www.cdc.gov/socialdeterminants/>
- Strengthening Families: <http://www.cssp.org/reform/strengthening-families>

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual which is found on the CDPH/MCAH website at:  
<http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalDocuments.aspx>

FIMR LHJs are required to comply with requirements as stated in the FIMR Policies and Procedures Manual:  
<http://www.cdph.ca.gov/services/funding/mcah/Pages/FIMRDocuments.aspx>

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities, and Title V and State requirements, the MCAH SOW provides LHJs with the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Reports.

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

**Goal 1: Increase access and utilization of health and social services (cross-cutting)**

- Increase access to oral health services<sup>1</sup>
- Increase screening and referral for mental health and substance use services<sup>1</sup>
- Increase utilization of preventive health services<sup>1</sup>
- Target outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits<sup>2</sup>.

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
		Assessment	Assessment
<p><b>1.1-1.6</b>                      All women of reproductive age, pregnant women, infants, children, adolescents and children with special health care needs (CSHCN) will have access to:</p> <ul style="list-style-type: none"> <li>• Needed and preventive medical, dental, mental health, substance use services, and social services</li> <li>• Early and comprehensive perinatal care</li> <li>• An environment that maximizes their health</li> </ul>	<p><b>1.1</b>                      Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health and access/barriers to the provision of:</p> <ol style="list-style-type: none"> <li>1. Preventive, medical, dental, mental health, substance use services, and social services</li> <li>2. Early and comprehensive perinatal care</li> </ol> <p>Monitor trends over time, geographic areas and population group disparities.</p> <p>Annually, share your data with your key health department leadership.</p>	<p><b>1.1</b>                      Briefly describe the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health, and access/barriers to health and social services (includes preventive, medical, dental, mental health, substance use services, social services and perinatal care).</p> <p>Briefly highlight statistics on: trends over time, geographic areas and population group disparities.</p> <p>Date data shared with the key health department leadership. Briefly describe their response, if significant.</p>	

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.2	Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.	<p>1.2 Report the total number of collaboratives with MCAH staff participation.</p> <p>Submit Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.</p>	<p>1.2 List policies or products developed to improve infrastructure and address MCAH priorities.</p>
1.3	<p><b>Policy Development</b></p> <p>Review, revise and enact policies that facilitate access to Medi-Cal, Medi-Cal Access Program (MCAP), California Children's Services (CCS), Covered CA, Child Health and Disability Prevention Program (CHDP), Women, Infants, and Children (WIC), Family Planning, Access, Care, and Treatment (Family PACT), Text 4 Baby, and other relevant programs.</p>	<p><b>Policy Development</b></p> <p>1.3 Describe efforts to develop policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, Text 4 Baby, and other relevant programs.</p> <p>List formal and informal agreements, including Memoranda of Understanding with Medi-Cal Managed Care (MCMC) plans or other organizations that address the needs of mothers and infants.</p>	<p><b>Policy Development</b></p> <p>1.3 Describe the impact of policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, and other relevant programs.</p>
1.4	<p><b>Assurance</b></p> <p>Participate in and/or deliver trainings in MCAH and public health competencies and workforce development as resources allow.</p>	<p><b>Assurance</b></p> <p>1.4 List trainings attended or provided and numbers attending.</p>	<p><b>Assurance</b></p> <p>1.4 Describe outcomes of workforce development trainings in MCAH and public health competencies, including but not limited to, knowledge or skills gained, practice changes or partnerships developed.</p>

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><b>1.5</b> Conduct activities to facilitate referrals to Medi-Cal, MCAP, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage<sup>2</sup></p>	<p><b>1.5</b> Describe activities to facilitate referrals to health insurance and programs.</p>	<p><b>1.5</b> Report the number of referrals to Medi-Cal, MCAP, Covered CA, CCS, or other low/no-cost health insurance or programs.</p>
	<p><b>1.6</b> Provide a toll-free or "no-cost to the calling party" telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community<sup>2</sup> to facilitate linkage of MCAH population to services.</p>	<p><b>1.6</b> Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services.</p>	<p><b>1.6</b> Report the following:                      1. Number of calls to the toll-free or "no-cost to the calling party" telephone information service                      2. The number of web hits to the appropriate local MCAH Program webpage</p>

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Process Description and Measures	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
	<p><b>1.7</b> Choose one or more of the following activities to promote family-centered, community-based, coordinated systems of care for all CSHCN<sup>2</sup>. Activities may be performed at the individual, provider (medical and non-medical), and/or community level</p> <ol style="list-style-type: none"> <li>1. Promote developmental monitoring, screening, identification and referral, including social-emotional (mental health), for infants and young children (0-5yrs)</li> <li>2. Work with CCS and/or collaboratives to:                             <ol style="list-style-type: none"> <li>a. Improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS</li> <li>b. Link children with positive screens to needed services</li> <li>c. Disseminate standard messaging regarding developmental screening</li> </ol> </li> <li>3. Other locally developed activities to serve CSHCN (<b>specify activity here</b>)</li> </ol>	<p><b>1.7</b> Describe outreach efforts, barriers and opportunities for solutions</p> <ol style="list-style-type: none"> <li>1. Report the following:                             <ul style="list-style-type: none"> <li>• Number of children screened and referred</li> <li>• Number and types of providers monitoring, screening and referring children who screen positive to services</li> </ul> </li> <li>2. Activities with CCS or collaboratives to improve:                             <ol style="list-style-type: none"> <li>a) care coordination for CSHCN</li> <li>b) linking children with positive screens to needed services</li> <li>c) disseminating standard messaging regarding developmental screening</li> </ol> </li> <li>2. Other specific local activities completed</li> </ol> <p>Quality Improvement/ Quality Assurance (QI/QA) activities completed</p>	<p><b>1.7</b> Describe outcomes of activities conducted to promote:</p> <ol style="list-style-type: none"> <li>1. Developmental monitoring, screening, identification and referral, including social-emotional (mental health) for infants and young children (0-5yrs)</li> <li>2. Work with CCS and/or collaboratives to improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS, link children with positive screens to needed services, and disseminate standard messaging regarding developmental screening</li> <li>3. Other specific local efforts to serve CSHCN</li> <li>4. Number of children with positive screen who were referred to services</li> <li>5. Number and types of policies developed</li> <li>6. Outcomes of QI/QA</li> </ol>	
<p><b>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</b></p>				

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
<p><b>1.8</b></p> <ul style="list-style-type: none"> <li>By June 30, 2016, all MCAH Medi-Cal eligible women and children will be linked to dental services</li> </ul>	<p><b>1.8</b></p> <ul style="list-style-type: none"> <li>Assess each MCAH program client for eligibility for Medi-Cal</li> <li>Refer to the "Medi-Cal Eligibility and Covered CA" website at: <a href="http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/Medi-CalEligibility2014.aspx">http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/Medi-CalEligibility2014.aspx</a></li> <li>Covered CA website: <a href="https://www.coveredca.com/">https://www.coveredca.com/</a></li> <li>California Department of Health Care Services: Presumptive Eligibility for Pregnant Women: <a href="http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/PE.aspx">http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/PE.aspx</a></li> <li>Refer unenrolled but potentially eligible clients for application assistance or directly provide application assistance</li> <li>Follow-up with referred clients to determine if they become enrolled</li> <li>Provide case management (bilingual, as needed) to families who need assistance securing appointments, including providing transportation to appointments.</li> <li>Encourage enrolled clients to complete an appointment with a dental provider and follow-up to assure completion</li> <li>Develop and implement tracking systems to capture data needed for outcome measures</li> <li>Develop and implement a Continuous Quality Improvement/Quality Assurance</li> </ul>	<p><b>1.8</b></p> <ul style="list-style-type: none"> <li>Describe access to care issues identified</li> <li>Describe rationale for interventions, recommendations and strategies developed</li> <li>Briefly describe barriers, challenges and solutions to enrollment in Medi-Cal and follow-up to see a provider</li> <li>Number of children (age 0-5) in MCAH Programs that received recommended dental care</li> <li>Briefly describe the CQI/QA process developed</li> </ul>	<p><b>1.8</b></p> <ul style="list-style-type: none"> <li>Number of women in MCAH Programs who enrolled in Medi-Cal/all pregnant women in MCAH programs</li> <li>Number of children and adolescents in MCAH Programs who enrolled in Medi-Cal /all children and adolescents in MCAH programs</li> <li>Number of pregnant women who had timely access to dental provider/Number who were referred to a provider</li> <li>Number of children and adolescents who had timely access to dental provider(s) /Number who were referred</li> <li>Describe the outcome of the CQI/QA process including methods of measurements and results</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	(CQI/QA) process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process and a plan to evaluate the impact		

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

**Goal 2: Improve preconception health by decreasing risk factors for adverse life course events among women of reproductive age**

- Decrease unintended pregnancies<sup>1</sup>
- Decrease the burden of chronic disease<sup>1</sup>
- Decrease intimate partner violence<sup>1</sup>
- Assure that all pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women<sup>2</sup>

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>2.1-2.3</b> All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women.	<b>2.1</b> Assurance Develop MCAH staff knowledge of the system of maternal and perinatal care.  Conduct local activities to facilitate increased access to early and quality perinatal care.	<b>2.1</b> Assurance Report the following: 1. List of trainings received by staff on perinatal care 2. List activities implemented to increase access of women to early and quality perinatal care 3. Barriers and opportunities to improve access to early and quality perinatal care	<b>2.1</b> Assurance Describe outcomes of the following: 1. Behavior or practice change following receipt of training 2. Activities implemented to increase access to and improve the quality of perinatal care 3. Activities addressing the barriers to improve access to early and quality perinatal care
		<b>2.2</b> Describe local network of perinatal providers, including CPSP providers (e.g. concentration of Medi-Cal Managed Care, Fee-for Service, etc)	<b>2.2</b> Describe adequacy of current network of perinatal providers in meeting the needs of local maternal population.
	<b>2.2</b> Maintain and manage a network of perinatal providers, including certified CPSP providers.  Provide technical assistance or education to improve perinatal care access and quality of	List technical assistance activities provided to perinatal and CPSP providers (e.g. resources,	Describe improvement/s in provider knowledge or practice following technical assistance on

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
	perinatal services.  Conduct activities with local provider networks and/or health plans to improve access to and quality of perinatal services including coordination and integration of care.	referrals, tracking system for follow-up, assessments, interventions, infant care etc).  <b>** If above is not applicable to the local site,</b>  Summarize perinatal training or education sessions conducted with at-risk, Medi-Cal eligible women.  Briefly summarize shared activities performed with current provider networks and/or local health plans to improve access to and quality of perinatal services including coordination and integration of care.	perinatal care access and quality of perinatal services.
	<b>2.3</b> Conduct face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers to ensure that protocols are in place and implemented.	<b>2.3</b> List the types of CPSP provider QA/QI activities conducted during site visits.  Report the number of actual site visits conducted with enrolled CPSP providers	<b>2.3</b> Describe the results of QA/QI activities that were conducted.
<b>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</b>			
<b>2.4</b> By June 30, 2016, 90% of pregnant women presenting in public health clinic will initiate prenatal care in the first trimester.	<b>2.4</b> <ul style="list-style-type: none"> <li>Identify underserved population (women accessing public health clinic services encompass immigrants, underinsured, uninsured,</li> </ul>	<b>2.4</b> <ul style="list-style-type: none"> <li>Briefly describe reasons women in clinic population don't receive early and adequate PNC; uninsured, underinsured, undocumented</li> </ul>	<b>2.4</b> <ul style="list-style-type: none"> <li>Number of pregnant women presenting to clinic initiating prenatal care in the first trimester/goal is 90%]</li> <li>Office staff documents/tracks</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
	<p>undocumented)</p> <ul style="list-style-type: none"> <li>• Conduct informal surveys with women in the clinic population to identify barriers to early prenatal care</li> <li>• Assist clients to obtain health insurance as needed</li> </ul> <p>Refer to the "Medi-Cal Eligibility and Covered CA" website at: <a href="http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/Medi-CalEligibility2014.aspx">http://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/Medi-CalEligibility2014.aspx</a></p> <p>Covered CA website: <a href="https://www.coveredca.com/">https://www.coveredca.com/</a></p> <ul style="list-style-type: none"> <li>• Develop approach to address barriers with local providers</li> <li>• Identify providers to deliver care to women</li> <li>• Refer women to the provider and address barriers (i.e. cultural concerns, transportation, etc.) to women receiving care</li> <li>• Develop a system to track the number of women accessing care and time in pregnancy care accessed</li> <li>• Develop and implement a Continuous Quality Improvement/Quality Assurance (CQI/QA) process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process and a plan to evaluate the impact</li> </ul>	<ul style="list-style-type: none"> <li>• Describe process to improve access to care</li> <li>• Increase availability of staff to assist women with prenatal appointments or transportation assistance</li> <li>• Describe process to collect the data</li> <li>• Briefly describe CQI/QA process</li> </ul>	<p>number of pregnant women served and number assisted with accessing prenatal care</p> <ul style="list-style-type: none"> <li>• Describe outcome of CQI/QA process, including methods of measurements and results</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

**Goal 3: Reduce infant morbidity and mortality**

- Reduce pre-term births and infant mortality<sup>1</sup>
- Increase safe sleep practices<sup>1</sup>
- Increase exclusive breastfeeding initiation and duration<sup>1</sup>

The shaded area represents required activities. Nothing is entered in the shaded areas, except for FIMR LHJs.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
		Process Description and Measures	Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)
<b>3.1-3.2</b> <b>All infants are provided a safe sleep environment</b>	<b>3.1</b> <b>Assurance</b> Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services <sup>3</sup> .	<b>3.1</b> <b>Assurance</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	<b>3.2</b> Describe results of staff trainings related to infant health.
	<b>3.2</b> Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health <sup>3</sup> .	<b>3.2</b> Provide staff member name and date of attendance at SIDS Annual Conference/trainings(s) and other conferences/trainings related to infant health.	

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Process Description and Measures	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report) Short and/or Intermediate Outcome Measure(s)
<p align="center"><b>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</b></p>			
<p><b>3.3</b> By June 30, 2016-17 90% of parents of newborns will receive up to date knowledge and materials regarding infant safe sleep practices and SIDS risk reduction from local birth hospitals, prevention programs and demonstrate increased knowledge and intent to implement what was learned</p>	<p><b>3.3</b></p> <ul style="list-style-type: none"> <li>SIDS coordinator/public health professional outreaches to birth hospital to provide infant safe sleep education and SIDS risk reduction for infant parents</li> <li>SIDS educational materials are located at the State web site: <a href="http://www.cdph.ca.gov/programs/SIDS/Pages/default.aspx">http://www.cdph.ca.gov/programs/SIDS/Pages/default.aspx</a> And the California SIDS Program web site: <a href="http://californiasids.cdph.ca.gov">http://californiasids.cdph.ca.gov</a></li> </ul> <p>Develop a process to measure knowledge change and intent to implement what was learned</p> <ul style="list-style-type: none"> <li>Develop and implement a Continuous Quality Improvement/Quality Assurance (CQI/QA) process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process and evaluate the impact</li> <li>Provide technical assistance as needed</li> </ul>	<p><b>3.3</b></p> <ul style="list-style-type: none"> <li>Number of new parents outreached about the infant safe sleep practices and SIDS risk reduction</li> <li>Number of new parents receiving education about the infant safe sleep practices and SIDS risk reduction</li> <li>Briefly describe evaluation tool developed</li> <li>Briefly describe barriers, challenges, and opportunities to improve infant safe sleep process developed</li> <li>Briefly describe the CQI/QA process developed</li> <li>Brief description of technical assistance provided</li> </ul>	<p><b>3.3</b></p> <ul style="list-style-type: none"> <li>[Number] of new parents demonstrating increased knowledge and intention to follow infant safe sleep practices and SIDS risk reduction/ the total number of new parents educated goal is 90%</li> <li>Briefly describe the results of evaluation</li> <li>Describe the outcomes of the CQI/QA process including methods of measurements and results</li> </ul>
<p><b>3.4</b> By June 30, 2016, all WIC eligible women participating in public health programs will be linked to WIC in order to improve access to healthful</p>	<p><b>3.4</b></p> <ul style="list-style-type: none"> <li>Develop understanding of WIC eligibility, services and local WIC hard-to-reach priority populations. Please refer to the WIC website at:</li> </ul>	<p><b>3.4</b></p> <ul style="list-style-type: none"> <li>List WIC hard-to-reach priority populations. Include opportunities to overcome barriers, if applicable</li> </ul>	<p><b>3.4</b></p> <ul style="list-style-type: none"> <li>Number of WIC eligible women participating in public health programs that are linked to WIC/all WIC eligible women participating in public health</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>foods to improve perinatal/infant health.</b></p>	<p><a href="http://www.cdph.ca.gov/programs/wicworks/Pages/default.aspx">http://www.cdph.ca.gov/programs/wicworks/Pages/default.aspx</a></p> <ul style="list-style-type: none"> <li>Develop relationships with WIC and other public health programs that serve WIC eligible clients</li> <li>Develop and implement policies, including referral systems, to ensure that women participating in public health programs will be referred to and enrolled in WIC</li> </ul> <p>Develop and implement a Continuous Quality Improvement/Quality Assurance (CQI/QA) process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process and a plan to evaluate the impact</p>	<ul style="list-style-type: none"> <li>Briefly describe relationships developed with WIC and other public health programs that serve WIC eligible women</li> <li>Describe rationale for policies and referral systems developed</li> <li>Briefly describe the CQI/QA process developed</li> <li>Briefly describe barriers, challenges and solutions to linkages to WIC</li> </ul>	<p>programs</p> <ul style="list-style-type: none"> <li>List policies developed and implemented</li> <li>Describe referral system and submit referral form</li> <li>Describe the outcome of the CQI/QA process including methods of measurements and results</li> </ul>
<p><b>For FIMR LHJs Only:</b>  <b>3.5-3.7</b>  <b>Preventable fetal, neonatal and postneonatal deaths will be reduced.</b></p>	<p><b>For FIMR LHJs Only:</b></p> <p><b>Assessment</b></p> <p><b>3.5</b> Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and postneonatal deaths.</p> <p><b>Assurance</b></p> <p><b>3.6</b> Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify</p>	<p><b>For FIMR LHJs Only:</b></p> <p><b>Assessment</b></p> <p><b>3.5</b> Submit number of cases reviewed as specified in the Annual Report table.</p>	<p><b>For FIMR LHJs Only:</b></p> <p><b>Assessment</b></p> <p><b>3.5</b> Submit periodic local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).</p>
		<p><b>Assurance</b></p> <p><b>3.6-3.7</b> Submit FIMR Tracking Log and FIMR Committee Membership</p>	

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>contributing factors to fetal, neonatal, and postneonatal deaths, and make recommendations to address these factors.</p> <p><b>3.7</b> Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.</p>	forms for CRT and CAT with the Annual Report.	
<p><b>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</b></p>			
<p><b>3.8</b> For FIMR LHJs Only:</p> <p>One objective addressing the development of interventions to prevent fetal, neonatal, and postneonatal deaths is required here.</p>	<p><b>3.8</b> For FIMR LHJs Only:</p> <p>Based on CRT recommendations, identify and implement at least one intervention involving policy, systems, or community norm changes here.</p>	<p><b>3.8</b> For FIMR LHJs Only:</p> <p>Develop process measures for applicable intervention activities here.</p>	<p><b>3.8</b> For FIMR LHJs Only:</p> <p>Develop short and/or intermediate outcome-related performance measures for the objectives and activities here.</p>

<sup>1</sup> 2001-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement  
<sup>3</sup> State Requirement

**Goal 4: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight**

- Increase exclusive breastfeeding initiation and duration<sup>1</sup>
- Increase consumption of a healthy diet<sup>1</sup>
- Increase physical activity<sup>1</sup>

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Process Description and Measures	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report) Short and/or Intermediate Outcome Measure(s)
<p><b>4.1</b> By June 30, 2016, to address overweight/obesity by increasing access to drinking water, install at least one water bottle filling station at or near an Inyo County school, or other location frequented by children and families.</p> <p><b>4.2</b> By June 30, 2016, work with childhood obesity collaborative, Team Inyo for Healthy Kids, to conduct at least 3 outreach/education campaigns that encourage children and families to increase healthy habits (better diet, active lifestyle, reduced screen time, etc.)</p>	<p><b>4.1</b></p> <ul style="list-style-type: none"> <li>• MCAH staff continue to participate in Team Inyo for Healthy Kids and support initiative to improve access to drinking water, especially for children</li> <li>• Develop a process to ensure partner involvement and engage them in planning for installation of a water bottle filling station</li> <li>• Develop and implement tracking systems to capture data needed for outcome measures</li> <li>• Develop and implement a Continuous Quality Improvement/Quality Assurance (CQI/QA) process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process, and a plan to evaluate its impact</li> </ul> <p><b>4.2</b></p> <ul style="list-style-type: none"> <li>• MCAH staff continue to participate in Team Inyo for Healthy Kids and support initiatives to improve healthy habits in families with children</li> <li>• Develop a process to ensure partner involvement and engage them in planning and implementing</li> </ul>	<p><b>4.1</b></p> <ul style="list-style-type: none"> <li>• List the names of stakeholders/ community partner organizations included in the plan</li> <li>• List results of stakeholder meetings, including key problems and strategies to address problems</li> <li>• List resources and interventions identified and/or created</li> <li>• Brief description of the rationale for selecting specific interventions or resources and target populations</li> <li>• Briefly describe barriers, challenges and solutions to identifying a site and installing the water station</li> <li>• Briefly describe the CQI/QA process developed</li> </ul> <p><b>4.2</b></p> <ul style="list-style-type: none"> <li>• List the names of stakeholders/ community partner organizations included in the plan</li> <li>• List results of stakeholder meetings, including key problems and strategies to address problems</li> </ul>	<p><b>4.1</b></p> <ul style="list-style-type: none"> <li>• # school sites or near-to-school sites identified as potential water bottle filling station sites</li> <li>• # water bottle filling stations installed</li> <li>• Describe the outcome of the CQI/QA process including methods of measurements and results</li> </ul> <p><b>4.2</b></p> <ul style="list-style-type: none"> <li>• # outreach/education events conducted</li> <li>• #media articles printed</li> <li>• Describe the outcome of the CQI/QA process including methods of measurements and results</li> </ul>

1 2001-2015 Title V State Priorities  
 2 Title V Requirement  
 3 State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	outreach campaigns <ul style="list-style-type: none"> <li>Develop and implement tracking systems to capture data needed for outcome measures</li> <li>Develop and implement a Continuous Quality Improvement/Quality Assurance (CQI/QA) process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process, and a plan to evaluate its impact</li> </ul>	<ul style="list-style-type: none"> <li>List resources and interventions identified and/or created</li> <li>Brief description of the rationale for selecting specific interventions or resources and target populations</li> <li>Briefly describe barriers, challenges and solutions to identifying a site and installing the water station</li> <li>Briefly describe the CQI/QA process developed</li> </ul>	



## INSTRUCTIONS FOR CDPH 1204 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

**Inventory:** List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s,** "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

**Disposal:** (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.4.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property:

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.



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

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

For Clerk's Use Only:  AGENDA NUMBER  15
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FROM: Public Works Department

FOR THE BOARD MEETING OF: January 5, 2016

SUBJECT: Lease Agreement between the County of Inyo and the Los Angeles Department of Water and Power (LA DWP)

**DEPARTMENTAL RECOMMENDATIONS:**

Request the Board ratify the Lease Agreement between the County of Inyo and the Los Angeles Department of Water and Power (LA DWP) for the 90 acre parcel located at Underwood borrow pit, Bishop, California. The proposed lease is for five (5) years, starting December 1, 2015, through November 30, 2020.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Road Department has been in this lease for over 30 years. Every five (5) years the Road Department is asked to renew it's lease with Los Angeles Department of Water and Power. This lease has provided storage space for asphalt grindings, asphalt coldmix, asphalt RAP, cinders used for snow removal, base material and other road related materials. This storage space is comprised of asphalt and is commonly know as an asphalt table. The Road Department no longer needs this asphalt table and is currently in the process of removing it and reclaiming this site as agreed upon with LA DWP. All of the asphalt has been removed. The area will be graded, some barriers and/or fencing will be placed to keep traffic out and mitigation efforts will begin. The mitigation may include scarifying the ground, re-seeding and monitoring. Monitoring will be a five (5) year commitment or more, depending upon the success of the mitigation. It is Los Angeles Department of Water and Power and the Inyo County Road Department's preference to continue this agreement until the remediation and mitigation work has been completed. Once it is agreed that the mitigation is a success, it is the Road Department's intent to cancel this lease with LA DWP. Cost of this lease is Five Hundred and Thirty Dollars \$530.00 per year, each year for the term of the lease.

**ALTERNATIVES:**

Your board could choose not to renew this leases. This is not recommended as the Road Department had agreed in past lease renewals to remediate and mitigate this site when the Road Department was done using it. This agreement is a show of good faith between the Inyo County Road Department and the Los Angeles Department of Water and Power.

**OTHER AGENCY INVOLVEMENT:**

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

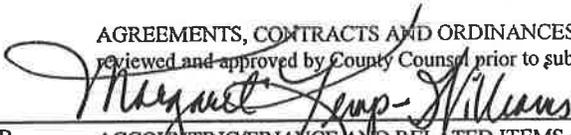
**FINANCING:**

The Road Department has identified funds for this contract in the 2015/2016 Road Department Budget 34600, Object Code 5291

**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.)



Approved:  Date 12/23/15

AUDITOR/CONTROLLER

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



Approved: yes Date 12/23/2015

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 \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/28/15

**LEASE NO. 1469**

**BETWEEN**

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT**

**AND**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

## ARTICLE I. SPECIFIC TERMS AND PROVISIONS

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, and:

County of Inyo  
Public Works Department

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee the premises (90 acres) located at Underwood borrow pit, Bishop, Inyo County, California, more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:** The term of this lease, upon approval by the Board of Water and Power Commissioners, or their designee(s), shall be from December 1, 2015, through November 30, 2020, for a term of five years, unless sooner terminated as herein provided.
3. **DESIGNATED USE:** The subject premises shall be used as a site for reclamation of a mixing table and for no other purpose.
4. **RENT:**
  - 4.1. Rent/Rent – Plus All Taxes:
    - 4.1.1. *Base Rent:* Lessee shall pay to Lessor as base rent the amount of Five Hundred Thirty and No/100 Dollars (\$530) per year, in advance, payable on the first day of each year commencing on December 1, 2015 and continuing during the term of this lease.
    - 4.1.2. *Taxes:* In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
  - 4.2. Rent Payment:
    - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 16552.**
      - 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.
    - 4.2.2. Lessor is not required to make any demand on the Lessee for the payments, whether on the premises or elsewhere. Billing for any payment shall be for the convenience of the Lessee and not required of the Lessor.

4.2.3. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.

4.2.4. If any check offered by the Lessee in payment of rent or any other amount due under this agreement is returned for any reason other than that caused by the Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

5. **RENT ADJUSTMENT:** The rent shall be increased by three percent (3%) annually on the anniversary of the lease commencement date.

6. **DOMESTIC WATER:** Lessor shall not furnish domestic water for the premises.

7. **IRRIGATION/STOCKWATER:** Lessor shall not furnish irrigation water or stockwater for the premises.

8. **SITE RECLAMATION:**

8.1. Lessee shall remove the asphalt mixing table and all trash, including but not limited to, rubbish, dumped furniture and old cars from leased area. A site reclamation plan shall be submitted to Lessor for the removal of the mixing table which includes soil stabilizing measures, restricting site access, re vegetation, and performance criteria that meets five percent (5%) live native cover prior to being relieved of reclamation requirements.

8.2. Reclamation work shall not commence until Lessee receives written approval of site reclamation plan from Lessor. The mixing table shall be grinded down to the bare mineral soil and removed from the site, including all stored asphalt grindings. Preferred planting species include Rabbit Brush (CHNA2), Great Basin Sage (ARTR) and Squirrel Tail Bottle Brush (SIHY). The site shall be seeded with twenty (20) pounds per acre of pure live seed mix.

8.3. Lessee shall be relieved from reclamation obligations once vegetation is established to a satisfactory standard to be determined and agreed upon by Lessor and Lessee, and has received written confirmation from Lessor that no further reclamation is required.

9. **NOTICES:**

9.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power  
Real Estate Group  
300 Mandich Street  
Bishop, California 93514-3449

To Lessee:

County of Inyo  
Public Works Department  
P.O. Drawer Q  
Independence, California 93526

- 9.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

## ARTICLE II. STANDARD TERMS AND PROVISIONS

### 1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article 1 without first having had and obtained the written consent of the Board of Water and Power Commissioners of the City of Los Angeles (Board), whose consent may be withheld in the Board's sole discretion.
- 1.2. Reservations: This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
- 1.2.1. There is excepted from this lease and reserved to the Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
- 1.2.2. There is also excepted and reserved to the Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the premises.
- 1.2.3. UNLESS OTHERWISE STATED HEREIN, THE LESSEE SHALL HAVE NO RIGHTS OR ENTITLEMENT TO DEVELOP, TAKE, TRANSPORT, CONTROL, REGULATE, OR USE ANY WATER, WHETHER SURFACE, SUBSURFACE, OR OF ANY OTHER KIND, OR INFRINGE ON THE WATER RIGHTS OF THE LESSOR.

### 2. IMPROVEMENTS:

#### 2.1. Lessee Improvements and Alterations:

- 2.1.1. Lessee shall make no structural improvements, additions, or alterations in, to or upon the leased premises without first obtaining the written consent of the Manager of Aqueduct of the Los Angeles Department of Water and Power (Manager). Any conditions, restrictions, or limitations placed upon the approval by the Lessor shall be conditions of this lease as though fully set forth herein once the document is fully executed by both parties. Lessee shall hold the Lessor harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto.
- 2.1.2. Prior to the construction of any improvements, Lessee shall submit to Lessor, for concept approval, the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in writing, in a reasonably timely manner. Upon approval by the Manager of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the preliminary plans so approved.

Lessee shall then submit a written request for construction approval and a minimum of two (2) complete sets of said approved working drawings and copies of the specifications to the Lessor for written approval by the Manager. Manager's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Manager's approval in writing. Upon completion of the improvements, Lessee shall furnish to the Lessor, at no charge, one complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.

2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be mailed to the Lessor at the address provided in this lease in Article I, *Notices* section, not later than sixty (60) days following completion of the construction or alteration.

2.1.4. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, *Liens* section.

## 2.2. Ownership of Improvements:

2.2.1. During the term the property is leased, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the lease tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in the Lessor unless, however, Lessor may request Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.

2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by the Lessor shall thereupon vest in the Lessor.

2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in the Lessor, Lessor shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board, and Lessee shall be obligated to pay same for as long as Lessee occupies said structures, improvements, facilities and alterations.

2.3. Damage to or Destruction of Improvements:

2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, *Insurance* section, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by the Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, *Lessee Improvements and Alterations subsection* of this lease and shall not unreasonably be withheld.

2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, *Insurance* section, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before said destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to the Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by the Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, *Lessee Improvements and Alterations subsection* of this lease and shall not unreasonably be withheld.

2.3.3. Lessee expressly waives the provisions of Civil Code Sections 1932.2 and 1933.4.

3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without

limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend the Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, the Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by the Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to the Lessor on demand. Nothing in this Section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this Section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by the Lessor, its Board, City officers, agents, or employees.

**4. MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the premises herein leased may be added to or deleted from said leased premises upon approval of the Manager of Aqueduct and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.

**5. SIGNS:**

5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to the Lessor drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Lessor. The Lessor's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties.

5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.

**6. LAWS, RULES, AND REGULATIONS:**

6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.

## 7. CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:

### 7.1. Care of Premises:

- 7.1.1. Lessee is the current tenant and has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition relying solely on its own inspection and not on any representations that may have been made by the Lessor or any of its agents.
- 7.1.2. Lessee agrees at its cost to keep the premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.
- 7.1.3. Any restoration of or repairs to the premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the premises shall be made at Lessee's sole cost and expense.

### 7.2. Maintenance and Repair:

- 7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there be any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.
- 7.2.2. If Lessee fails to so maintain or repair the leased premises, the Lessor may serve a "Notice to Cure" upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence ten (10) days following Lessor's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the leased premises in a conspicuous place.
- 7.2.2.1. If, in the opinion of the Lessor, any default is of such nature that it cannot physically be corrected within the period originally specified by the Lessor, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

7.2.2.2. If the work prescribed in the "Notice to Cure" is not completed by Lessee in a manner reasonably satisfactory to the Lessor, and Lessee fails to correct such work within the time specified by the Lessor in the mailed Notice, or as set forth in this Section, the Lessor may, at its sole option, and at Lessee's sole cost and expense, enter upon the leased premises and perform whatever work may, in the opinion of the Lessor, be required to correct the maintenance deficiencies. If the Lessor exercises this option, Lessee shall pay to the Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of the date of the Lessor's invoice date for such costs and charges.

7.2.3. In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep said premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

7.2.4. **Lessee waives the provisions of Civil Code Sections 1941 and 1942 with respect to the Lessor's obligations for tenantability of the premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

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LESSEE INITIALS

7.2.5. Should Lessor make or perform any repairs, removals, or maintenance, or agree at the request of Lessee to perform maintenance, repairs, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its option, perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.3. Tree Maintenance: Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without the Lessee first receiving written permission from the Lessor to do so.

7.4. Burn Permits: Lessee shall not burn off any part of the premises without a burning permit first being obtained from Lessor and any other regulatory authority having jurisdiction; and Lessee, at all times and at its own expense, shall do all things reasonably necessary to protect said premises from fire and fire hazards.

**8. DISABLED ACCESS:**

8.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.

8.2. Should Lessee fail to comply with this Section, then the Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse the Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

**9. HAZARDOUS SUBSTANCES:**

9.1. Indemnification – Environmental: Lessee, on behalf of itself and its successors, assigns, and sub-lessees, 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 Lessor, defend by counsel satisfactory to the Lessor 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 Lessee 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 Lessee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Lessee or its personnel with respect to the subject area/property covered under this agreement, on the part of the Lessee, or Lessee's officers, agents, employees, or sub-lessees of any tier, 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 paragraph 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.

9.2. Survival of Obligations: This Section, and the obligations herein, shall survive the expiration or earlier termination of this lease.

**10. LESSOR'S RIGHT OF ACCESS AND INSPECTION:** The Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that the Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, the Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

**11. INSURANCE:**

- 11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified on the attached *Exhibit B (Contract Insurance Requirements)*. The specified insurance shall also, either by provisions in the policies, by the Lessor's own endorsement form, or by other endorsement attached to such policies, include and insure the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees, and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area(s) of risk described herein as respects to Lessee's acts or omissions in its performance of the lease, use and occupancy of the premises hereunder, or other related functions performed by or on behalf of Lessee. Such insurance shall not limit or qualify the liabilities and obligations of the Lessee assumed under the lease.
- 11.2. Severability of Interests and Cross Liability Required: Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause that states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability"; and a Contractual Liability Endorsement that shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."
- 11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by the Lessor where liability arises out of, or results from, the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by the Lessor, which may be applicable, shall be deemed to be excess insurance and the Lessee's insurance is primary for all purposes despite any conflicting provision in the Lessee's policies to the contrary.
- 11.4. Deductibles Subject to Lessor's Discretion: Deductibles and/or self-insured retentions shall be at the sole risk of the Lessee. Lessor shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in its operations.

- 11.5. Proof of Insurance for Renewal or Extension Required: At least ten (10) days prior to the expiration date of any of the policies required on the attached *Exhibit B (Contract Insurance Requirements)*, documentation showing that the insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is canceled or not renewed, Lessee shall, within fifteen (15) days of such cancellation or non-renewal, file with Lessor evidence that the required insurance has been reinstated or provided through another insurance company or companies.
- 11.6. Submission of Acceptable Proof of Insurance and Notice of Cancellation: Lessee shall provide proof to the Risk Manager of the Department of Water and Power of the City of Los Angeles of all specified insurance and related requirements either by use of Lessor's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with Lessor prior to Lessee beginning operations or occupying the premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Lessor, and the insurance carrier's name. Such documents shall bear an original signature of an authorized representative of said carrier(s). Required policies shall provide for notice of cancellation or non-renewal by mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB – Room 340, Los Angeles, California 90051-0100.
- 11.7. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, the Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended two (2) years discovery period has been purchased on the expiring policy.
- 11.8. Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of the lease, upon which Lessor may immediately terminate or suspend the lease.
- 11.9. Sub-Contractor Compliance: The Lessee shall be responsible for all Lessee's sub-contractors providing work hereunder carrying reasonable and prudent coverages and limits.
- 11.10. Periodic Right to Review/Update Insurance Requirements: Lessor and Lessee agree that the insurance policy limits specified on the attached *Exhibit B (Contract Insurance Requirements)* may be reviewed for adequacy annually throughout the term of this lease by the Risk Manager/City Attorney, who may thereafter require Lessee to adjust the amounts and types of insurance coverage(s) to whatever extent the Risk Manager/City Attorney deems to be adequate and necessary. Lessor reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance, including applicable license(s) and ratings.
12. **LESSOR HELD HARMLESS / INDEMNIFICATION:** In addition to the requirements of Article II, *Insurance* section herein, Lessee acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns and sub-lessees 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 Lessor, defend by counsel satisfactory to the Lessor, 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 Lessee'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 agreement or to the premises covered under this agreement, 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 paragraph 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.

### 13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS

- 13.1. Non-Discrimination: During the term of this lease, the Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.2. Affirmative Action Plan: Lessee shall have, as per Los Angeles Administrative Code Section 10.8.4, an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on the Lessor's form, available from the Director of Corporate Purchasing Services.
- 13.3. Child Support Assignment Orders: Lessee shall comply with Section 10.10, of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.4. Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of the Ordinances. Lessor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if Lessor determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.

13.5. Equal Benefits Ordinance: This lease is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1.

13.6. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessee has the authority, under appropriate circumstances, to terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

#### 14. TAXES

##### 14.1. General:

14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.

14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.

14.1.3. If a claim is made against the Lessor for any of the above charges, the Lessor shall promptly notify Lessee in writing; provided, however, that failure by the Lessor to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

14.2. Special Assessments: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless the Lessor shall otherwise find and determine, will be added to the basic rental at the beginning of any rental period.

14.3. Substitute and Additional Taxes: If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rents on the square footage of the premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.

14.4. Possessory Interest Tax: By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, the

Lessor has provided notice of possessory liability as required by Revenue and Taxation Code Section 107.6.

14.5. The obligations of Lessee under this Section, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to the Lessor, the Lessor shall remit to Lessee such sum(s) to which Lessee is legally entitled.

15. **UTILITIES:** Lessee agrees to promptly pay all charges for public utility services furnished for use on the premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the premises.

16. **ASSIGNMENTS AND SUBLEASES:**

16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Lessor. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of the Lessor.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have ten (10) days in which

to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation, voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.

16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:

16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.

16.4.2. A copy of the escrow instructions pertaining to the transaction.

16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.

16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

16.5. In the case of an assignment, Lessee shall pay to the Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by the Lessor, as a condition to the Consent to Sublease, for the Lessor to require that Lessee pay to the Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

17. **CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and

Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.

17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following the Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless the Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection, Lessee shall give the Lessor thirty (30) days prior written notice of the effective date of said termination.

17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.

17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.

17.1.3. Except as provided for in Article II, *Ownership of Improvements* subsection hereof, should Lessee terminate this lease pursuant to this Section, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in the Lessor shall thereupon vest in the Lessor.

17.2. Application of Award Upon a Total or Partial Taking:

17.2.1. If this lease is terminated pursuant to this Section, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by the Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of the Lessor upon termination of this lease, shall be the property of the Lessor.

17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee

and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that the Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by the Lessor, if said construction is incomplete within the time period set forth in the approval granted by the Lessor. The value, to be determined by the Lessor, of such partially constructed improvements shall be paid to Lessee.

17.3. Severance Damages: The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of the Lessor, regardless of whether any buildings or improvements so damaged are owned or were constructed by the Lessor or Lessee. However, should the Lessor determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in this Section, shall be paid to Lessee upon the written request of Lessee, accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.

17.4. Partial Taking; Restoration: In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, the Lessor and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, *Lessee Improvements and Alterations* subsection of this lease.

17.4.1. In the event the improvements damaged and/or taken belong to the Lessor, the Lessor shall not be obligated to restore said improvements should the Lessor, in its sole discretion, determine not to do so.

17.5. Taking for Temporary Use: In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rental or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between the Lessor and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

**18. DEFAULT:**

18.1. Default Events: The following events shall be deemed to be events of default by Lessee under the lease:

- 18.1.1. Lessee fails to pay any rent due under this lease, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this lease;
- 18.1.2. Lessee fails to comply with any term, provision or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days after Lessor has sent written notice to Lessee specifying such failure or such longer period of time as may be granted by Lessor to cure such default as long as Lessee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;
- 18.1.3. Lessee makes an assignment of this lease, or any rights granted to Lessee hereunder, to, and for the benefit of, Lessee's creditors;
- 18.1.4. Lessee, within thirty (30) days after the commencement of any proceeding against Lessee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed; and/or
- 18.1.5. Lessee, within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of the Lessee or a material part of its assets, causes such appointment to be vacated.
- 18.1.6. The interests of Lessee under this lease shall not, except at the Lessor's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee and such receiver is not removed within one hundred-twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the leased premises as a result of any act or omission of Lessee and such receiver is not removed within one hundred-twenty (120) days from the date of appointment, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the leased premises is taken by virtue of any attachment, execution, or the levy of any judicial process, the Lessor, at its election, may, after written notice to Lessee, terminate this lease.

18.2. Lessor's Remedies: Upon the occurrence of a Default Event, the Lessor, in addition to any other rights or remedies available to the Lessor at law or in equity, shall have the right to:

- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, the Lessor may recover from Lessee the aggregate sum of:
  - 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
  - 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;

- 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
- 18.2.1.4. Any other amount necessary to compensate the Lessor for all the detriment caused by Lessee's failure to perform the Lessor's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and
- 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.
- 18.2.1.6. As used in this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
- 18.2.1.7. As used in this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
- 18.2.1.8. As used in this Section, the term "rent" shall include the Rent and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
- 18.2.2.1. Recover all rent and other amounts payable as they become due; or
- 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that the Lessor, in the Lessor's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, the Lessor may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a Default Event, the Lessor shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. The Lessor may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by the Lessor to terminate this lease unless the Lessor has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by the Lessor to maintain or preserve the leased premises; any efforts by the Lessor to re-let the leased premises; any re-entry, repossession, or re-letting of the leased premises by the Lessor pursuant to

this Section. If the Lessor takes any of the previous remedial actions without terminating this lease, the Lessor may nevertheless, at any later time, terminate this lease by written notice to Lessee.

- 18.2.5. If the Lessor re-lets the leased premises, the Lessor shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to the Lessor; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and other amounts due and unpaid under this lease. The Lessor shall hold and apply the residue, if any, to payment of future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) the Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to the Lessor immediately upon demand.
- 18.2.6. After the occurrence of a Default Event, the Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Lessee. However, the Lessor must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where the Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse the Lessor for all costs, including costs of settlements, defense, court costs, and attorney fees that the Lessor may incur in the course of any cure.
- 18.2.7. No security or guaranty for the performance of Lessee's obligations that the Lessor may now or later hold shall in any way constitute a bar or defense to any action initiated by the Lessor or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a Default Event.
- 18.2.8. Except where this is inconsistent with or contrary to any provisions of this lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

## **19. TERMINATION BY PARTIES:**

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when

Lessee is in default with respect to the terms, conditions, or covenants of this lease, or in the event the Board determines that the operations of Lessor or the public interest require such termination.

19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.

19.3. Upon termination of the lease for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

## **20. SURRENDER OF PREMISES:**

20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, the Lessor has the right to discontinue leasing the premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the premises. If this right is exercised by the Lessor, Lessee shall vacate the premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and hazardous materials and wastes located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to the Lessor pursuant to this lease. Lessee shall leave the premises in a level, graded condition.

- 20.2. The Lessor may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the premises to the Lessor in at least as good and usable condition as the same are required to be maintained under this lease. In this event, the Lessor shall acquire title to any and all such personal property, trade fixtures and goods, located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in the Lessor, and that Lessee shall thereafter have no rights whatsoever in any such personal property, trade fixtures, and goods left on the premises.
- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, the Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in the Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against the Lessor for any damage to Lessee resulting from the Lessor's retention or disposal of any such property. Lessee shall be liable to the Lessor for the Lessor's costs for storing, removing, or disposing of any property of the Lessee or sublessees.
21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of the Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this Section shall be no less than 1/12<sup>th</sup> of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to the Lessor immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the demised premises is quitclaimed to the Lessor. Should Lessee fail or refuse to deliver the required deed to the Lessor, the Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the demised premises.
23. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
24. **AUDITS:** The Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of

rental, fees, and other charges paid and payable to the Lessor. The Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.

**25. RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without the Lessor's consent in writing.

**26. WAIVER:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

**27. ESTOPPEL CERTIFICATES:**

27.1. Estoppel Certificate From Lessee: Within fifteen (15) days following any written request that the Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to the Lessor a statement certifying: (a) the Lease Commencement Date; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the demised premises or any interest therein.

27.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by the Lessor; and that (b) there are no uncured defaults in the Lessor's performance.

27.3. Estoppel Certificate From the City: Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, the Lessor shall execute and deliver to Lessee a statement certifying: (a) the Commencement Date of the lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in the Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. The Lessor's failure to deliver such statement within such time shall be conclusive upon the Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of the

Lessor to respond after an additional five (5) working days' notice to the Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.

## 28. MISCELLANEOUS PROVISIONS:

- 28.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either the Lessor or Lessee.
- 28.2. Section Headings: The section headings appearing herein are for the convenience of the Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 28.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 28.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 28.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 28.6. Lessor's Consent: In each instance herein where the Board's or Lessor's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.
- 28.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 28.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 28.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 28.10. Force Majeure: Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of Lessor, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control--financial inability excepted--("Force Majeure"); provided, however, that nothing contained in this Subsection shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.
- 28.11. Approvals: Any approvals required by the Lessor under this lease shall be approvals of the Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the Lessor as a governmental agency, including the approval of any permits required for construction

or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.

- 28.12. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article 1 shall be controlling.
- 28.13. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs: Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.
- 28.14. Amendments to Ordinances and Codes: The obligation to comply with any Ordinances and Codes, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those Ordinances and Codes during the term of this lease.
- 28.15. Days: Unless otherwise specified, "days" shall mean calendar days.
- 28.16. Deprivation of Lessee's Rights: The Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
29. **OTHER AGREEMENTS NOT AFFECTED**: Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
30. **SUPERSEDURE**: This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
31. **ENTIRE UNDERSTANDING**: This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

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

County of Inyo

Date \_\_\_\_\_

By \_\_\_\_\_

P.O. Drawer Q  
Independence, CA 93526

LESSEE

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES

Date \_\_\_\_\_

By \_\_\_\_\_

MARCIE L. EDWARDS  
General Manager

LESSOR

APPROVED:

Richard F. Harasick  
Director of Water Operations

\_\_\_\_\_  
Date

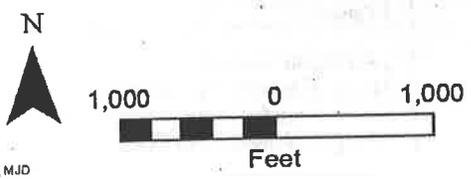
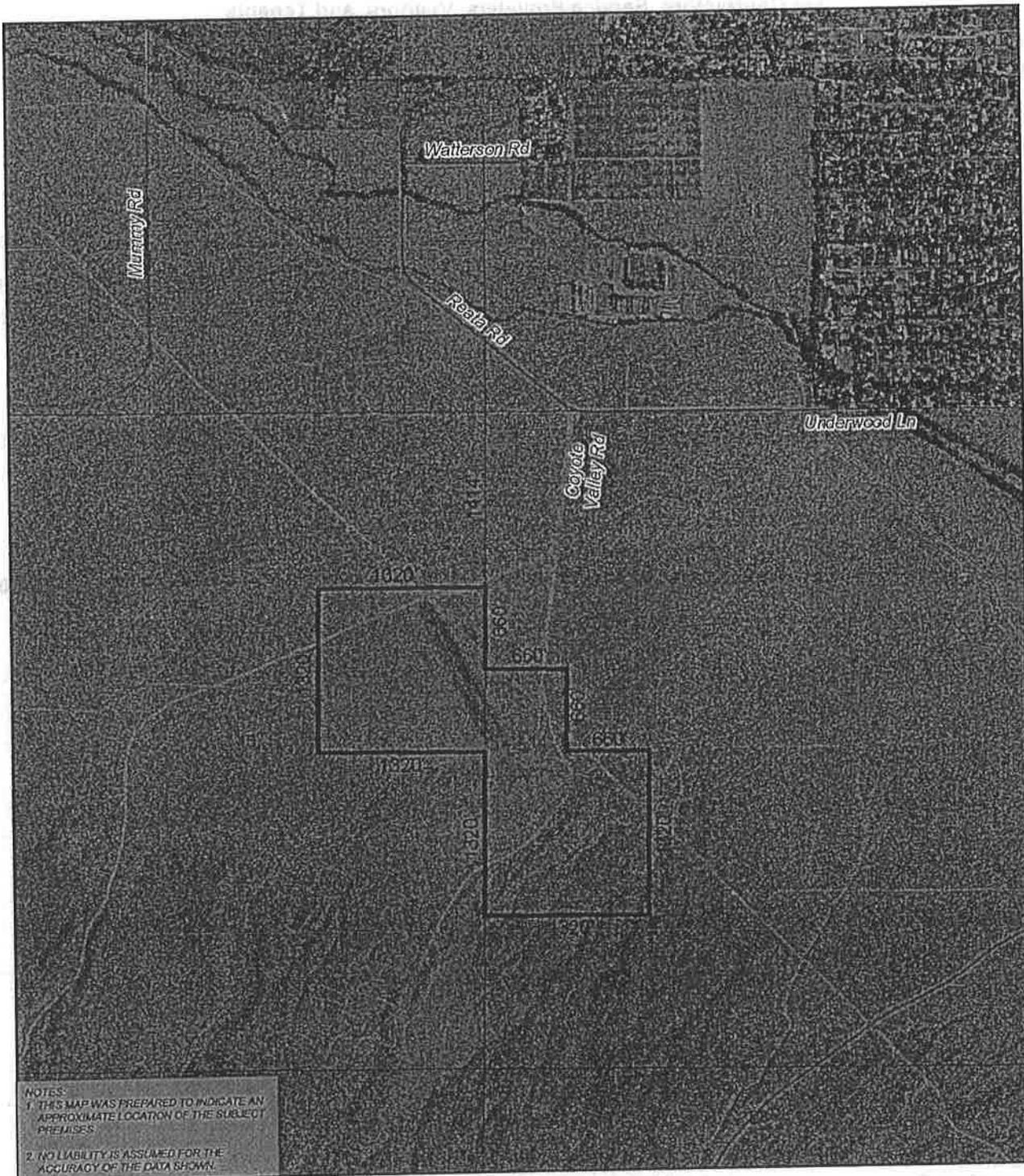
APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. PEUER, CITY ATTORNEY

OCT 29 2015  
BY   
TINA SHIM  
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM  
AND LEGALITY  
  
COUNTY COUNSEL

EXHIBIT A

(lease map)



Subject Premises  
90 Ac.  
BL 1469

12-100-02, 4

**EXHIBIT B**

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER  
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation:	Reclamation of a mixing table
Reference/Agreement:	BL-1469 County of Inyo
Term of Agreement:	five years - 12/1/2014 through 11/30/2019
Contract Administrator and Phone:	Karen E. McCoy/ Bishop / Ext. 30234
Buyer and Phone Number:	MAS 07/31/12

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

**WORKERS' COMPENSATION (Stat. Limits)/Employer's Liability:** (\$1,000,000.00)

<input checked="" type="checkbox"/> Broad Form All States Endorsement	<input type="checkbox"/> US L&H (Longshore and Harbor Workers)
<input type="checkbox"/> Jones Act (Maritime Employment)	<input type="checkbox"/> Outer Continental Shelf
<input checked="" type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Black Lung (Coal Mine Health and Safety)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

**AUTOMOBILE LIABILITY:** (\$1,000,000.00)

<input checked="" type="checkbox"/> Owned Autos	<input type="checkbox"/> Any Auto
<input checked="" type="checkbox"/> Hired Autos	<input checked="" type="checkbox"/> Non-Owned Auto
<input type="checkbox"/> Contractual Liability	<input checked="" type="checkbox"/> Additional Insured
<input type="checkbox"/> MCS-90 (US DOT)	<input type="checkbox"/> Trucker's Form
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Other: _____

**GENERAL LIABILITY:**  Limit Specific to Project  Per Project Aggregate (\$1,000,000.00)

<input checked="" type="checkbox"/> Broad Form Property Damage	<input checked="" type="checkbox"/> Contractual Liability	<input checked="" type="checkbox"/> Personal Injury
<input checked="" type="checkbox"/> Premises and Operations	<input checked="" type="checkbox"/> Products/Completed Ops.	<input checked="" type="checkbox"/> Independent Contractors
<input checked="" type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Garagekeepers Legal Liab.	<input type="checkbox"/> Child Abuse/Molestation
<input type="checkbox"/> Corporal Punishment	<input type="checkbox"/> Collapse/Underground	<input type="checkbox"/> Explosion Hazard
<input type="checkbox"/> Watercraft Liability	<input type="checkbox"/> Pollution	<input checked="" type="checkbox"/> Addition Insured Status
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Airport Premises	<input type="checkbox"/> Hangarkeepers Legal Liab.
<input type="checkbox"/> Marine Contractors Liability	<input checked="" type="checkbox"/> Other: <u>Agg 2x per occurrence</u>	<input type="checkbox"/> Other: _____

**PROFESSIONAL LIABILITY:**

<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> 3 Year Discovery Tail
<input type="checkbox"/> Additional Insured	<input type="checkbox"/> Vicarious Liability Endt.	<input type="checkbox"/> Other: _____

**AIRCRAFT LIABILITY:**

<input type="checkbox"/> Passenger Per Seat Liability	<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Hull Waiver of Subrogation
<input type="checkbox"/> Pollution	<input type="checkbox"/> Additional Insured	<input type="checkbox"/> Other: _____

**PROPERTY DAMAGE:**  Loss Payable Status (AOIMA)

<input type="checkbox"/> Replacement Value	<input type="checkbox"/> Actual Cash Value	<input type="checkbox"/> Agreed Amount
<input type="checkbox"/> All Risk Form	<input type="checkbox"/> Named Perils Form	<input type="checkbox"/> Earthquake: _____
<input type="checkbox"/> Builder's Risk: \$ _____	<input type="checkbox"/> Boiler and Machinery	<input type="checkbox"/> Flood: _____
<input type="checkbox"/> Transportation Floater: \$ _____	<input type="checkbox"/> Contractors Equipment: \$ _____	<input type="checkbox"/> Loss of Rental Income: _____
<input type="checkbox"/> Scheduled Locations/Propt.	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

**WATERCRAFT:**

<input type="checkbox"/> Protection and Indemnity	<input type="checkbox"/> Pollution	<input type="checkbox"/> Additional Insured
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

**POLLUTION:**

<input type="checkbox"/> Incipient/Long-Term	<input type="checkbox"/> Sudden and Accidental	<input type="checkbox"/> Additional Insured
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Contractor's Pollution	<input type="checkbox"/> Other: _____

**CRIME:**  Joint Loss Payable Status

<input type="checkbox"/> Fidelity Bond	<input type="checkbox"/> Financial Institution Bond	<input type="checkbox"/> Additional Insured
<input type="checkbox"/> Employee Dishonesty	<input type="checkbox"/> In Transit Coverage	<input type="checkbox"/> Loss of Monies/Securities
<input type="checkbox"/> Computer Fraud	<input type="checkbox"/> Commercial Crime	<input type="checkbox"/> Wire Transfer Fraud
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Forgery/Alteration of Docs.

**ASBESTOS LIABILITY:**  Additional Insured



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  16
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** WATER DEPARTMENT

**FOR THE BOARD MEETING OF:** JANUARY 5, 2016

**SUBJECT:** APPROVAL OF 2014-2015 LORP ANNUAL ACCOUNTING REPORT

**DEPARTMENTAL RECOMMENDATION:**

Request approval of the 2014-2015 LORP Annual Accounting Report.

**SUMMARY DISCUSSION:**

The Post Implementation Agreement (PIA), which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Lower Owens River Project (LORP) Work Plan and Budget (Work Plan), and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee by October 31. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan (Section II.J.3.a).

The primary purpose of the LORP Annual Accounting Report is to provide a basis for which to estimate time and expenses for the next fiscal year work plan and accounting. Under the PIA, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual LORP Work Plan that party is in compliance with this agreement. Further, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

The 2014-2015 Fiscal Year Work Plan was adopted by the Inyo/LA Technical Group on August 28, 2014. The work plan identifies a total of 45 tasks. These included eight tasks to be carried out by the MOU Consultant, three tasks related to Hydrologic Monitoring, six tasks related to Biological and Water Quality Monitoring, 15 tasks related to Operations and Maintenance, and five tasks related to Range Monitoring. All tasks identified in the Work Plan were satisfactorily completed. Both Inyo County and LADWP fully performed work assignments identified in the Work Plan. Some adaptive management tasks were not performed due to fire restrictions, and the extent of Hydrologic Monitoring was limited by drought and resulting lack of a seasonal habitat flow, so an imbalance in labor and expenditures did occur, but this does not affect the Work Plan accounting; additionally, LADWP performed work in the Blackrock Waterfowl Management Area and Russell Return that was unanticipated and exceed the Operations and Maintenance budget by approximately \$124,000. The PIA states that there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that a Party expended more time or money in performing work than was estimated in the LORP Work Plan.

The total budget for the LORP work in FY 2014-2015 was \$838,678; with Inyo County budgeting \$340,856 and LADWP budgeting \$497,822. For reference purposes, total actual expenditures were \$717,427, with Inyo County contributing \$317,569, and LADWP \$399,858 (LORP 2014-2015 Accounting Report, Table 1).

Generally, the difference between budgeted and actual costs is not reconciled, but there are exceptions. The PIA allows reconciliation of unexpended funds that had been allocated to consultants. This year such an allowance will be made. The MOU Consultants' costs were paid by the County, and charges submitted were \$23,287 below budget; the Rodent Control contract, paid by LADWP, was \$3,800 under budget, so half of the difference between these contract savings, \$19,487, will be credited to LADWP. The total difference in budgeted expenses between Inyo County and LADWP, and the reconciled contractor costs, divided by the two parties is \$88,226. This amount will be deducted from Inyo County's LORP credit.

Amendments to the Work Plan are also reconciled in the Annual Accounting Report, but there were no amendments in the 2014-2015 fiscal year.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:** LADWP

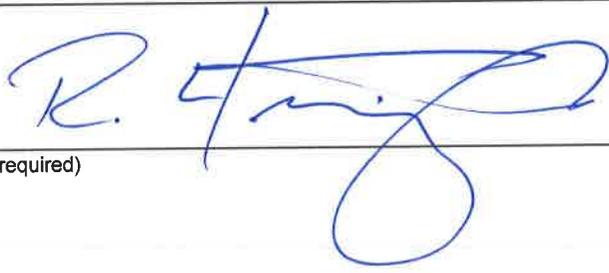
**FINANCING:** The LORP Credit will be decreased by \$88,226. The 2014-2015 LORP Credit balance, after adjustment based on the April 2015 Los Angeles-Anaheim-Riverside All Urban Consumers Price Index, is \$1,203,181 as of July 10, 2015. The LORP Trust Account balance is \$2,876,591 as of September 13, 2015. The Post-Implementation Credit is held by LADWP, and the County of Inyo Treasury holds the Trust Account. The sum of accounts, \$4,079,772, with interest and indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 21, 2021.

**APPROVALS**

<p>COUNTY COUNSEL:  N/A</p>	<p>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 _____</p>
<p>AUDITOR/CONTROLLER:  N/A</p>	<p>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 _____</p>
<p>PERSONNEL DIRECTOR:  N/A</p>	<p>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 _____</p>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)



Date: 12/30/2015

**Lower Owens River Project  
2014-2015 Work Plan**

**Annual Accounting Report**

**Prepared by Inyo County Water Department  
and  
Los Angeles Department of Water and Power**

**December 21, 2015**

### **Executive Summary**

*The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (Post-Implementation Agreement or PIA)* requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work be submitted to the governing board of each Party or the Party's designee by October 31. The Lower Owens River Project Work Plan, Budget, and Schedule, 2014-2015 Fiscal Year (2014-2015 LORP Work Plan and Budget) contained the following seven categories of tasks under maintenance and monitoring: hydrologic monitoring, biological/water quality monitoring, operations and maintenance, mosquito abatement, noxious species control, and saltcedar control. Burning of the Winterton and Waggoner Management Units in the Blackrock Waterfowl Management Area (BWMA) was proposed as Adaptive Management to prepare the units for flooding.

### **Background**

The Post-Implementation Agreement, which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and budget (PIA Section II.J.3.a). The purpose of the accounting report is to inform the preparation of future work plans.

Under the Post-Implementation Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget that party is in compliance with this agreement. Further, except for payments to contractors, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

The 2014-2015 LORP Work Plan and Budget was adopted by the Inyo/LA Technical Group on August 28, 2014. The total budget for the LORP work in FY 2014-2015 was \$838,677.80. Inyo County's budgeted contribution was \$340,856.00 and LADWP's was \$497,821.80. The MOU Consultants' costs were paid by the County. Their charges were \$23,286.78 less than budgeted, so half of that amount will be credited to LADWP. The Rodent Control contract was paid by LADWP. These charges were \$3,800.00 less than budgeted since the contract expired the previous fiscal year and a new contract for rodent control services was not in place until December 2014. Thus, half of that amount (\$1,900.00) will be added to the LORP credit. The total difference in budgeted expenses between Inyo County and LADWP, including reconciled consultant and contractor costs, divided by the two parties is \$88,226.29. This amount will be deducted from Inyo County's LORP credit.

For reference purposes, actual costs for work approved under the 2014-2015 Work Plan and Budget were \$717,427.23 with Inyo County expending \$317,569.22 and LADWP \$399,858.21 (Table 1).

**Table 1. Monitoring and Adaptive Management Budget from LORP Work Plan, FY 2014-2015, Budgeted vs. Actual Expenses**

<b>Inyo County</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Additional Staff Time, Materials, and Equipment</b>	<b>Actual Value of Additional Staff Time, Materials, and Equipment</b>
Hydrologic Monitoring	-	-	\$ -	\$ -
Biologic and Water Quality	219	157	\$ -	\$ -
Operations and Maintenance	-	-	\$ -	\$ -
Mosquito Abatement	-	-	\$ 30,000.00	\$ 30,000.00
MOU Consultant	-	-	\$ 260,856.00	\$ 237,569.22
Adaptive Management	-	-	\$ -	\$ -
Noxious Species Control	-	-	\$ 50,000.00	\$ 50,000.00
<b>Inyo County Totals</b>	<b>219</b>	<b>157</b>	<b>\$ 340,856.00</b>	<b>\$ 317,569.22</b>
<b> </b>				
<b>LADWP</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Additional Staff Time, Materials, and Equipment</b>	<b>Actual Value of Additional Staff Time, Materials, and Equipment</b>
Hydrologic Monitoring	-	-	\$ 180,570.00	\$ 75,590.00
Biologic and Water Quality	219	201	\$ -	\$ -
Operations and Maintenance	-	-	\$ 197,336.00	\$ 200,483.41
Mosquito Abatement	-	-	\$ 30,000.00	\$ 30,000.00
Rodent Control	-	-	\$ 10,100.00	\$ 6,300.00
MOU Consultant	-	-	\$ -	\$ -
Adaptive Management	-	-	\$ 79,815.80	\$ 87,484.80
<b>LADWP Totals</b>	<b>219</b>	<b>201</b>	<b>\$ 497,821.80</b>	<b>\$ 399,858.21</b>
<b> </b>				
<b>Combined Total</b>	<b>438</b>	<b>358</b>	<b>\$ 838,677.80</b>	<b>\$ 717,427.43</b>
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			(\$88,226.29)	

## **Section 1. Budget Summary by Individual Work Group**

### **Operations and Maintenance, LADWP**

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows and ensuring that necessary flows reach the river to maintain mandated base and seasonal habitat flows. Estimates of the level of effort necessary for maintenance were based on the level of effort that was required during 2013-2014, with adjustments as required by PIA section II.D, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and BWMA shall be shared. The estimated 2014-2015 costs for River corridor, Delta, and BWMA facilities were \$333,640.15. Actual expenditures on the budgeted items came to a total of \$338,767.27. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$200,483.41 (Table 2)

There was a significant amount of Operations and Maintenance work performed during the 2014-2015 fiscal year that was beyond the scope of the approved 2014-2015 LORP Work Plan Budget and is therefore not accounted for in this accounting report. More specifically, LADWP devoted substantial labor and expense to maintaining and repairing berms in the Winterton Unit in the BWMA to prepare this unit for flooding in 2015. This work resulted in approximately \$100,000 of maintenance work that was unanticipated yet was necessary to facilitate and ensure compliance with BWMA flooded acreage. Similarly, there was approximately \$24,000 spent on maintenance of the Russell Return that was necessary but not preapproved under the 2014-2015 LORP Work Plan and Budget.

Additionally, Patrol and Flow changes in the approved 2014-2015 LORP Work Plan and Budget are listed only under BWMA. The actual spent for this line item in this Accounting Report represents patrol and flow changes performed by aqueduct and reservoir keepers throughout the LORP, not just in the BWMA. The labor and equipment used for this task was approximately 1000 hours more than budgeted. Additionally, it should be noted that aqueduct and reservoir keepers are now managed under LADWP's Water Operations Group rather than Construction and these costs should be accounted for under future hydrologic budgets instead of operations and maintenance.

### **Hydrologic Monitoring, LADWP**

LADWP budgeted a total of \$180,570.00 for hydrologic monitoring in the 2014-2015 fiscal year. The actual cost was \$75,590.00, which is 58% less than budgeted (Table 3). This work includes monthly data processing, mapping, and compliance reporting. Savings were seen during the 2014-2015 fiscal in part because:

- There was no Seasonal Habitat Flow to monitor due to a 36% of normal runoff year
- Only one waterfowl area was in operation in the BWMA, reducing the number of monthly metering
- Automated metering in multiple locations are increasing efficiency and reducing manual reads

### **Biological/Water Quality Monitoring, Inyo County and LADWP**

Monitoring, analysis, reporting, and report preparation were jointly conducted by Inyo and LADWP with 219 Staff Work Days budgeted to each agency. As discussed in the 2013-2014 LORP Work Plan and Budget, Landscape Vegetation Mapping and Riparian Habitat Development monitoring were deferred until the 2014-2015 monitoring year. Labor for landscape vegetation mapping was over-estimated, as the majority of the work will be performed in the 2015-2016 FY and reported in the 2015 LORP Annual Report. Additionally, methods for conducting this task were streamlined and more efficient than past practice.

A proposed modified hydrograph was being negotiated when the 2014-15 budget was being prepared. In anticipation of this change, Inyo and LADWP budgeted 45 days for additional water quality monitoring (Inyo 30 days, LADWP 15 days). In FY 2014-2015, Inyo contributed 10 days to this task and LADWP contributed 40 days. The majority of this labor was spent preparing and installing equipment, as well as downloading data. The modified hydrograph was not adopted or implemented, and monitoring equipment was removed in September 2015.

In response to questions and concerns raised at the LORP Summit about the state of the LORP fishery, especially in light of possible hydrograph changes, Inyo and LA agreed to perform a creel census in 2015. The work, which was not included in the 2014-15 work plan, was performed by Inyo County April-June 2015 and required 38 people days.

All tasks identified in the 2014-2015 LORP Work Plan and Budget were completed within the estimated number of days (Table 4). Range monitoring (utilization and irrigated pasture condition scoring) described in the MAMP was conducted by LADWP and is not a shared cost, and was therefore not budgeted for in the 2014-2015 LORP Work Plan and Budget, but is shown in Table 5.

### **Ecosystem Sciences, Inyo County**

Eight tasks were described in the 2014-2015 LORP Work Plan and Budget and \$260,856.00 was budgeted for these tasks. The charges for these services totaled \$237,569.22 as shown in Table 6.

## **Section 2. Adaptive Management Measures**

In the 2014-2015 LORP Work Plan and Budget, prescribed burns at the Winterton and Waggoner Units of the Blackrock Waterfowl Management Area were proposed as adaptive management measures to remove emergent vegetation and weeds and to prepare the areas for flooding in management rotation. Although the units were prepared for burning, a burn ban prevented this work during the 2014-2015 fiscal year.

Table 7 shows funds expended for burn preparation by LADWP Operations and Maintenance Staff. These expenses including disking of firebreaks around the units, disking of tule beds within the units, and handwork for burn preparation around fence posts, measuring stations, and other facilities in/around the burn area. LADWP costs associated with Watershed Resources Staff are accounted for in person days as a footnote at the bottom of Table 4 rather than on Table 7.

**Table 7. Adaptive Management**

	Projected Labor	Projected Equipment	Totals Projected	Actual
BWMA Winterton/Waggoner Burns	\$59,246.00	\$20,569.80	\$79,815.80	\$87,484.80



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

For Clerk's Use Only: AGENDA NUMBER  17
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

FROM: Water Department

FOR THE BOARD MEETING OF January 5, 2016

SUBJECT: Resolution to form a Groundwater Sustainability Agency with other eligible agencies in Indian Wells Valley Groundwater Basin, and consideration of formation of a Joint Powers Agency to act as the Groundwater Sustainability Agency

**DEPARTMENTAL RECOMMENDATION:**

Consider a resolution to participate in the formation of a Groundwater Sustainability Agency in the Indian Wells Valley Groundwater Basin, and direct staff to work with other local agencies in the Basin to develop a joint powers agreement that Inyo County may enter into with other local agencies in the Basin.

**SUMMARY DISCUSSION:**

The Sustainable Groundwater Management Act (SGMA) requires that local agencies in groundwater basins that are designated as medium or high priority by the California Department of Water Resources (DWR) form Groundwater Sustainability Agencies (GSAs) by June 30, 2017. GSAs must then prepare Groundwater Sustainability Plans (GSPs) by 2020 in groundwater basins that are in conditions of critical overdraft, and by 2022 in other medium and high priority basins. Indian Wells Valley Groundwater Basin (Basin) is a medium priority basin that has been recommended by DWR to be designated as in conditions of critical overdraft. In light of this, Kern County has moved aggressively to convene meetings of eligible local agencies to form a GSA for the Basin. Eligible agencies in the Basin are Kern, Inyo, and San Bernardino Counties, the Indian Wells Valley Groundwater Management District, City of Ridgecrest, and Inyokern Community Services District. Recent legislation (SB 13) provides that local agencies may not form GSAs with overlapping boundaries, and local agencies proposing to form GSAs outside of their jurisdictional boundaries may be deemed ineligible to act as GSA outside of their boundaries.

SGMA allows for many different institutional arrangements to manage groundwater basins. A single local agency can form a single GSA for a basin; multiple local agencies may form a single GSA through a joint powers agreement or memorandum of understanding; multiple local agencies can form multiple GSAs within a basin and coordinate their respective GSAs through a coordination agreement. Since there are multiple agencies and stakeholders in the Basin that are interested in participating in this process, the best arrangement would be for the eligible and interested entities to agree to form a single GSA coordinated through a joint powers agreement (JPA). Attached is a memo from Kern County Counsel comparing the use of a JPA versus memorandum of agreement to form a GSA. The option of multiple GSAs developing multiple GSPs within the Basin would require multiple submittals to DWR to initiate the GSA formation process, and ultimately require a complicated and cumbersome multi-party coordination agreement between the GSAs. A more durable and manageable framework would be to enter into a joint powers agreement (JPA) with the local entities desiring to participate in the GSA. A JPA would form a new entity separate from its members, with the powers common to its members. Unique to SGMA, GSAs formed through a JPA have additional powers not currently held by individual members, such as levying fees, curtailing groundwater extraction, and reporting requirements.

**OTHER AGENCY INVOLVEMENT:**

Kern County, San Bernardino County, Indian Wells Valley Water District, City of Ridgecrest, China Lake Naval Air Weapons Station, California Department of Water Resources.

**FINANCING:**

Financing the operations of the GSA, developing a GSP, and implementing a GSP will require funding, which at this time is unknown. Kern County staff is preparing a preliminary operating budget for the current GSA formation phase. In the development of the GSA, Inyo will strive for an equitable funding structure for the GSA, which recognizes the relatively small amount of groundwater extraction and property tax base in the Inyo County portion of the Basin.

<b><u>APPROVALS</u></b>	
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: <input checked="" type="checkbox"/> Date: <u>12/22/15</u>
AUDITOR/CONTROLLER:  <b>N/A</b>	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:  <b>N/A</b>	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:**  Date: 12/30/2015  
 (Not to be signed until all approvals are received)

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZES DIRECTION  
TO FORM A GROUNDWATER SUSTAINABILITY AGENCY FOR THE  
INDIAN WELLS VALLEY GROUNDWATER BASIN IN COOPERATION WITH  
OTHER ELIGIBLE GOVERNMENT AGENCIES UNDER THE SUSTAINABLE  
GROUNDWATER MANAGEMENT ACT**

**WHEREAS**, the Legislature recently adopted the Sustainable Groundwater Management Act of 2014 (“Act”), which requires the sustainable management of groundwater basins; and

**WHEREAS**, the Act authorizes qualified local agencies to take the steps necessary to manage groundwater in a sustainable fashion through the election to form a Groundwater Sustainability Agency (“GSA”); and

**WHEREAS**, the Act provides that certain other qualified local agencies may also elect to become a GSA for the portions of the basin underlying them; and

**WHEREAS**, if more than one qualified local agency overlies a groundwater basin, SGMA requires the local agencies to cooperate to manage the groundwater basin in a sustainable manner for the common good; and

**WHEREAS**, The Act further provides that qualified local agencies may elect to cooperatively form one GSA for the entire basin underlying them; and

**WHEREAS**, it is appropriate for Inyo County to be a member of a GSA for the Indian Wells Valley (“IWV”) basin; and

**WHEREAS**, other qualified local agencies have also expressed an interest in being a part of the GSA for the IWV basin; and

**WHEREAS**, it is the intent of Inyo County to work cooperatively with other qualified local agencies to manage the IWV basin in a sustainable fashion; and

**WHEREAS**, the Inyo County has provided informal notice to other eligible local agencies of its interest in participating as a member of a cooperative GSA for the IWV basin; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE INYO COUNTY BOARD OF SUPERVISORS HEREBY:**

1. Intends to become a member of the GSA for the IWV basin and to work cooperatively with other qualified local agencies to form a GSA for the IWV basin.

2. Directs County staff to engage and coordinate with the other qualified local agencies in the IWV to begin the process of developing a cooperative GSA through the framework of a joint powers agreement.

3. Further directs County staff to cooperate through the County's membership in a GSA to develop a Groundwater Sustainability Plan (GSP) in consultation and close coordination with other local agencies, as contemplated by the Act, subsequent to the formation of the GSA.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Inyo, State of California, this \_\_\_th day of December, 2015, by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio  
Clerk of the Board

By: \_\_\_\_\_  
Patricia Gunsolley, Assistant

**OFFICE OF COUNTY COUNSEL**  
**COUNTY OF KERN**  
*MEMORANDUM*

Theresa A. Goldner  
County Counsel

Phillip W. Hall  
Deputy County Counsel

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TO: Supervisor Mick Gleason

FROM: Theresa A. Goldner, County Counsel  
Phillip W. Hall, Deputy County Counsel

DATE: December 8, 2015

SUBJECT: Recommendation for JPA Indian Wells Valley GSA

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The following briefly memorialize this office's recommendation that a Joint Powers Authority (JPA) be used rather than a Memorandum of Agreement (MOA) to form the Indian Wells Valley GSA. A primary factor in forming our recommendation is the current consensus which favors a single GSA/GSP approach for the basin and the desire to leave open the possibility for the future inclusion of regulated public water companies and mutual water companies in the GSA.

**General Comparison of MOA and JPA:**

On the chart below, we have provided a general comparison chart showing some of the more significant differences between an MOA and a JPA. As evidenced by the comparison chart, an MOA can be effectively summarized as nothing more than an agreement between the parties and as such its structure, purpose and content can vary extensively and it is governed by common law and state contract law. In contrast, a JPA is a much more formalized agreement that is governed in large part by the provisions of the California Joint Exercise of Powers Act (Government Code sections 6500 *et seq.*) and generally speaking it can create a public entity that is separate from its member agencies.

**Current Consensus Effectively Forecloses An MOA:**

The desire for a single GSA adopting a single GSP effectively forecloses the use of the MOA because an MOA cannot create a separate legally recognizable entity with its own board of directors. This impossibility would at a minimum significantly complicate, and in some instances completely prohibit, the GSA from among other

things: hiring consultants for the required studies; hiring employees to provide administration services; buying property for a land retirement plan; buying water rights for importation and supplemental supplies; and, implementing funding mechanisms such as issuing bonds. Importantly, this would also mean that the basin's GSP would have to be individually adopted by each of the eligible agencies. As a result of these and other factors, the MOA approach is effectively limited to those situations where the eligible agencies desire to be their own GSAs and the MOA is the vehicle used to coordinate the development of the GSP, or GSPs, for the basin.

Likewise, the desire to leave open the possibility for future inclusion of regulated public water companies and mutual water companies effectively forecloses the use of an MOA because practicality and the majority of the language in SGMA strongly suggest that a GSA must be a legally recognizable public entity that can regulate water use by the public within its boundaries. On this point, we recognize that recent statutory additions to SGMA provide that regulated public water companies and mutual water companies may "participate in a [GSA] through a [MOA]" but we also take note of that statute's express pronouncement that "[t]he authority provided by this subdivision does not confer any additional powers to a nongovernmental entity." (Water Code section 10723.6) This express limitation would foreclose a regulated public water company and a mutual water company from exercising any regulatory authority within its service area to prevent a violation of the GSP and that requirement would then necessarily fall to another member of the MOA.

**Conclusion:**

In conclusion, given the current consensus favoring a single GSA/GSP and the desire to leave open the possibility of including regulated public water companies and/or mutual water companies in the GSA, we recommend the use of a JPA for the formation of the GSA because the use of an MOA will create significant legal hurdles some of which may not be overcome by artful drafting of the MOA.

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**COMPARISON CHART**

The following chart briefly illustrates the differences between the powers of an MOA versus a JPA that has been formed as a separate public entity.

	Joint Powers Authority	Memorandum of Agreement
Governing Law	Government Code § 6500 <i>et seq.</i>	Common and Contract Law
Primary Use	Joint Exercise of Common Powers through a separate entity	Agreement to act separately in a coordinated manner
New Entity	Yes	No
Power to Issue Bonds	Yes	No
Statute Required Audits	Yes	No
Brown Act Applies	Yes	No
Public Records Act Applies	Yes	No
Contracting Power	Yes	No
Hire Employees	Yes	No
Buy Property	Yes	No
Buy Water Rights	Yes	No
PRA Form 700s	Yes	No
Allows Member Withdrawal	Yes	Yes
Allows Member Termination	Yes	Yes
Adopt GSP	Yes	No



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

For Clerk's Use Only: AGENDA NUMBER
18

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

**FROM:** County Administrator - Personnel Department

**FOR THE BOARD MEETING OF:** January 5, 2016

**SUBJECT:** Ratify MOU between the County of Inyo and Southern Inyo Healthcare District

**DEPARTMENTAL RECOMMENDATION:**

Request Board 1: Ratify and approve the Memorandum of Understanding between the County of Inyo and Southern Inyo Healthcare District for Personnel Consulting Services and authorize the County Administrator to sign; and 2) Ratify and approve the Memorandum of Understanding between the County of Inyo and Southern Inyo Healthcare District for Accounting and Financial Analysis Services and authorize the Auditor-Controller to sign.

**SUMMARY DISCUSSION:** - On December 29, 2015, your Board conducted a Special Meeting to appoint a quorum of the Board of the Southern Inyo Healthcare District. Your Board is aware of many of the issues that have arisen at the Hospital and in an effort to support your constituency in the southern portion of the County, staff has offered the limited services (e.g., 40-hours or six weeks) of the County's Personnel Office and the Auditor-Controller to advise the newly appointed Board on issues with which these offices have expertise. The newly constituted SIHD Board met on December 30<sup>th</sup> and time was of the essence in executing the MOUs prior to today's meeting. The MOU's for limited personnel services and financial advisory consulting are presented here for your approval

In addition to being for a very limited duration, the MOUs can be terminated immediately. If the District decides to contract with a for profit entity for hospital management, we anticipate exercising this clause to avoid diverting taxpayer resources that are also needed for other public purposes for what would now be a for-profit venture.

**ALTERNATIVES:** - Your Board could vote not to ratify the agreements, in which case the MOUs would be immediately terminated and no further assistance will be provided to the District.

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

**FINANCING:** - There is limited fiscal impact as a result of this contract, in that some Personnel Director, Deputy Personnel Director, and Auditor-Controller's time will be spent assisting SIHD.

<b>APPROVALS</b>	
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> <p style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <p style="text-align: right;">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <p style="text-align: right;">Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 12-30-15  
(The Original plus 20 copies of this document are required)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF INYO  
AND  
SOUTHERN INYO HOSPITAL DISTRICT BOARD  
FOR ACCOUNTING AND FINANCIAL ANALYSIS SERVICES**

This Memorandum of Understanding (MOU) is entered into as of the effective date set forth below by and between the County of Inyo, through and by its Office of the Auditor-Controller and Southern Inyo Hospital District Board (SHID), the County of Inyo Office of the Auditor-Controller, ("Auditor-Controller") for accounting and financial analysis services (accounting services).

The Auditor-Controller will advise and provide consultation to the SHID or its designee on accounting services not governed by federal or state laws or regulations associated with health care service delivery.

SHID will be solely responsible for all healthcare accounting services for the benefit of the healthcare district required to be completed in compliance with federal or state law and regulations.

The Auditor-Controller will not provide day-to-day accounting, i.e., processing of billing or disbursements.

SHID shall be responsible for all day to day financial activities and regular operational needs.

SHID agrees to provide the County with access to data it requires to perform under this MOU and associated staff resources.

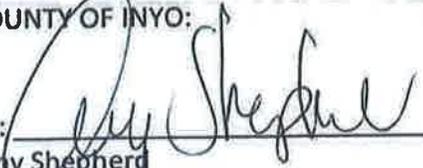
The Auditor-Controller will provide no more than forty (40) hours of time to SHID for the period commencing with the date of this MOU and ending February 12, 2016. At the conclusion of the provision of 40 hours of consulting services, the need for additional service will be evaluated and, if agreed to by the County and SHID, this MOU may be amended, or a new MOU executed that will specify the ongoing services to be provided. The cost of these ongoing services provided by the Auditor-Controller in support of SHID will be invoiced by the Auditor-Controller to SHID at traditional and customary rates – salary and benefit costs plus 10% as well as the cost of any materials or travel expense.

SHID will hold County harmless and fully indemnify County for any and all costs of defense and litigation, including but not limited to an award of damages, arising out of any and all claims associated with work/services County performs under this MOU whether before an administrative agency, administrative tribunal, arbitration, mediation or court or any other resolution method, using counsel of County's choice.

This MOU may be terminated by either SHID or the County upon written notice to the other, but under no circumstances shall the term of this MOU extend beyond February 12, 2016, at which time the MOU will terminate unless previously terminated by written notice. Any extension of this MOU beyond February 12, 2016 requires the mutual written consent of the parties.

This MOU is entered into by and between the parties on this 30<sup>th</sup> day of December 2015.

COUNTY OF INYO:

By:   
Amy Shepherd  
Auditor-Controller

By: 

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF INYO  
AND  
SOUTHERN INYO HOSPITAL DISTRICT BOARD  
FOR PERSONNEL CONSULTING SERVICES**

This Memorandum of Understanding (MOU) is entered into as of the effective date set forth below by and between the County of Inyo, a Southern Inyo Hospital District Board (SHID), County of Inyo, ("the County") for Personnel consulting services.

The County will advise and provide consultation to the SHID Board of Directors or its designee on Personnel matters. The County will not provide day-to-day personnel supervision or personnel management, ie, administration of benefits or payroll. SHID shall be responsible for day-to-day personnel matters. County will not provide advice on SHID's compliance with any federal or state laws or regulations governing the management of SHID.

The County will provide no more than forty (40) hours of time to SHID for the period commencing with the date of this MOU and ending February 12, 2016. At the conclusion of the provision of 40 hours of consulting services, the need for additional service will be evaluated and, if agreed to by the County and SHID, this MOU may be amended, or a new MOU executed that will specify the ongoing services to be provided. The cost of these ongoing services provided by the County in support of SHID will be invoiced by the County to SHID at traditional and customary rates – salary and benefit costs plus 10% as well as the cost of any materials or travel expense.

SHID agrees to provide the County with access to data it requires and associated staff resources required by the County, in its sole discretion, to perform the services in this MOU.

SHID will hold County harmless and fully indemnify County for any and all costs of defense and litigation, including but not limited to an award of damages, arising out of any and all claims associated with work/services County performs under this MOU whether before an administrative agency, administrative tribunal, arbitration, mediation or court or any other resolution method, using counsel of County's choice.

This MOU may be terminated by either SHID or the County upon written notice to the other, but under no circumstances shall the term of this MOU extend beyond February 12, 2016, at which time the MOU will terminate unless previously terminated by written notice. Any extension of this MOU beyond February 12, 2016 requires the mutual written consent of the parties.

This MOU is entered into by and between the parties on this 30<sup>th</sup> day of December, 2015.  
COUNTY OF INYO:

By:   
Kevin D. Carunchio  
County Administrative Officer

By: 



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 19

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

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

**FOR THE BOARD MEETING OF** January 5, 2016

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

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

**SUMMARY DISCUSSION:** - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b><u>APPROVALS</u></b>	
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 _____

**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**  
 20

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

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

**FOR THE BOARD MEETING** January 5, 2016

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

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

**SUMMARY DISCUSSION:** - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b>APPROVALS</b>	
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 _____

**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**  
 21

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

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

**FOR THE BOARD MEETING OF** January 5, 2016

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

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

**SUMMARY DISCUSSION:** - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b><u>APPROVALS</u></b>	
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 _____

**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**  
22

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

**FROM:** Kevin D. Carunchio, County Administrator  
**FOR THE BOARD MEETING OF** January 5, 2016  
**SUBJECT:** Continuation of proclamation of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

**SUMMARY DISCUSSION:** - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b>APPROVALS</b>	
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 _____

**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**  
 23

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

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

**FOR THE BOARD MEETING OF** January 5, 2016

**SUBJECT:** Continuation of proclamation of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

**SUMMARY DISCUSSION:** - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a bi-weekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b>APPROVALS</b>	
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 _____

**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**  
  
24

- 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:** January 5, 2016

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - **CLERK OF THE BOARD** - Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of December 8, 2015; B) Regular Meeting of December 15, 2015; C) Special Meeting of December 21, 2015; and D) Special Meeting of December 29, 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](http://www.inyocounty.us).

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

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

<b><u>APPROVALS</u></b>	
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

25

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 11:30 a.m.     Closed Session     Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** January 5, 2016

**SUBJECT:** Interim Urgency Ordinance to Prohibit New Non-groundwater Neutral Agricultural Uses in Pearsonville

**PLANNING DEPARTMENT RECOMMENDATION:**

Conduct a public hearing and enact the attached Ordinance entitled An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858(a) Prohibiting New Non-groundwater Neutral Agricultural Uses and Declaring the Urgency Thereof.

**SUMMARY DISCUSSION:**

The County has consistently supported agriculture and provides excellent resources for it and related uses. Recently, several proposals have been described to develop portions of the Pearsonville area within the Indian Wells Valley Groundwater Basin in Inyo County with pistachio farms, which require large amounts of water to cultivate. Little surface water is available within the Basin, and it is anticipated that such development would exclusively utilize groundwater.

California is experiencing the most severe drought on record, and increasing demand has stretched limited water supplies. The State of California and Inyo County have declared drought-related emergencies. The Indian Wells Groundwater Basin is in overdraft, and a plan is being developed to address groundwater issues within the Basin pursuant to the Sustainable Groundwater Management Act of 2014. Kern County recently modified the Indian Wells Valley Land Use Plan to reduce potential increases in groundwater use within its portion of the Basin.

Development of new groundwater intensive agricultural uses within the Inyo County portion of the Basin could severely exacerbate these existing conditions. Increases in groundwater production within the Inyo County portions of the Basin may result in potential impacts to the environment in the County and in neighboring Kern and San Bernardino counties.

**Potential Impacts:** While there are many benefits, water intensive agriculture dependent on groundwater development may result in a variety of adverse impacts on the physical, social, and economic environment. These include, but are not limited to, ground subsidence, well depletion, changes to groundwater quality, increased seismicity, declining levels of groundwater dependent vegetation and wildlife (up to and including potentially destruction of these resources), and changes to visual and cultural resources. Cumulative and growth-inducing impacts are also of concern within the Indian Wells Valley Groundwater Basin.

**Planning Studies:** Staff has been considering a permanent solution to water issues within the Pearsonville area that will provide for a net benefit to County citizens, minimize potential impacts, and work to meet

local, State, and federal agriculture and water conservation goals. Updates to the Inyo County Code, and possibly the General Plan and other relevant plans and/or development of new plans, will be necessary to address the potential for new intensive groundwater development within the Inyo County portions of the Indian Wells Valley Groundwater Basin. Therefore, proposals in the near future for new water intensive agricultural uses may be in conflict with any longer-range modifications to the zoning ordinance, General Plan, or other relevant planning tools that may be instituted to minimize environmental impacts on the physical, social, and economic environment of Inyo County. If not properly studied, such proposals are a threat to the public safety, health, and welfare.

***Interim Urgency Ordinance:*** Government Code Section 65858(a) permits enactment of an interim ordinance regarding land use matters to protect the public safety, health, and welfare while studies are being carried out to address the relevant issues. Due to unique circumstances in this instance – no applications for the land uses of concern have been applied for – the County has elected to conduct a hearing for enactment of the ordinance, even though not required. Such an ordinance becomes effective immediately upon a four-fifths vote of the Board of Supervisors for 45 days. If not extended within the 45-day period, the ordinance expires. The ordinance may be extended during the 45-day period by a four-fifths vote of the Board at a public hearing for 10 months and 15 days, and subsequently for another year. Within 10 days before expiration of the ordinance, a report shall be made describing measures taken to alleviate the issue.

Staff recommends that the Board enact the attached Interim Ordinance to prohibit new groundwater intensive agricultural uses in Pearsonville. Staff is working on a permanent solution to the issues described herein, and plans to bring forward a zoning text amendment for consideration in the near future. If the amendment is not complete within 45 days, the Board may extend the Interim Ordinance.

***Environmental Review:*** The Interim Ordinance revises regulations, is intended to avoid impacts and protect the public safety, health, and welfare, and will have no potential significant adverse impact on the physical environment. Therefore, it is not subject to the California Environmental Quality Act (CEQA) per the “General Rule” [CEQA Guidelines, Section 15061(b)(3)].

**ALTERNATIVES:**

- Do NOT enact the Ordinance, thereby allowing applications for new non-groundwater neutral agricultural uses to be processed. This alternative is not recommended due to the immediate threat to the public safety, health, and welfare.
- Return to staff with other direction.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Building & Safety Division, Water Department, and Environmental Health Department; Kern County and others working to develop the Groundwater Basin Plan

**FINANCING:**

General Fund Resources were utilized to process the Ordinance.

<b>APPROVALS</b>	
COUNTY COUNSEL: <i>12/22/15</i>	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>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

*John H. ...*

Date: *12/24/15*

Attachment: Interim Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858(a) PROHIBITING NEW NON-GROUNDWATER NEUTRAL AGRICULTURAL USES IN PEARSONVILLE AND DECLARING THE URGENCY THEREOF.**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION ONE. PURPOSE/AUTHORITY.**

The purpose of this interim ordinance is to prohibit new non-groundwater neutral agricultural uses in Pearsonville. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction. Specifically, Government Code Section 65858 enables the County to adopt interim zoning ordinances to protect the public safety, health, and welfare.

**SECTION TWO. DECLARATIONS AND FINDINGS.**

The County has consistently supported agriculture and provides excellent resources for it and related uses. Recently, several proposals have been described to develop portions of the Pearsonville within the Indian Wells Valley Groundwater Basin with pistachio farms, which require large amounts of water to cultivate. Little surface water is available within the Basin, and it is anticipated that such development would exclusively utilize groundwater.

California is experiencing the most severe drought on record, and increasing demand has stretched limited water supplies. The State of California and Inyo County have declared drought-related emergencies. The Indian Wells Groundwater Basin is in overdraft, and a plan is being developed to address groundwater issues within the Basin pursuant to the Sustainable Groundwater Management Act of 2014. Kern County recently modified the Indian Wells Valley Land Use Plan to reduce potential increases in groundwater use within its portion of the Basin.

Development of new groundwater intensive agricultural uses within the Inyo County portion of the Basin could severely exacerbate these existing conditions. Increases in groundwater production within the Inyo County portions of the Basin may result in potential impacts to the environment in the County and in neighboring Kern and San Bernardino counties.

The County is working to amend its rules, procedures, policies, and regulations to address groundwater intensive agricultural uses in Pearsonville. Updates to the Inyo County Code, and possibly the General Plan and other relevant plans, will be necessary to account for these uses. Therefore, proposals in the near future for groundwater intensive agricultural uses within Pearsonville may be in conflict with any longer-range modifications to the zoning ordinance, General Plan, or other relevant planning tools that may be instituted to minimize environmental impacts on the physical, social, and economic environment of Inyo County. If not properly studied, such proposals are an immediate threat to the public safety, health, and welfare, and approval of entitlements for non-groundwater neutral agricultural uses would be an immediate threat to the public safety, health, and welfare.

Government Code Section 65858 permits enactment of an interim ordinance regarding land use matters to protect the public safety, health, and welfare while studies are being carried out to address the relevant issues. This Ordinance will prohibit new non-groundwater neutral agricultural uses in Pearsonville until the County can adequately study these issues and adopt appropriate regulations in compliance with applicable law. It is urgent and essential for the protection of the public safety, health, and welfare of the citizens of Inyo County, and the public benefit of the State and neighboring counties, that new water intensive uses within the Indian Wells Valley Groundwater Basin be regulated by the County to minimize potential impacts to the physical, social, and economic environment.

### **SECTION THREE. DEFINITIONS**

For the purpose of this Ordinance, new non-groundwater neutral agricultural uses shall be development, new well(s), new plantings, or other improvements of private property for the purposes of farming the following, including but not limited to, grains, field crops, vegetables, melons, fruits, tree nuts, flower fields and seed production, ornamental crops, tree and sod farms, other crops, orchards, vineyards or other agricultural products or Agriculture as defined by Inyo County Code Section 18.06.030 using irrigation supplied from groundwater. Pearsonville shall be all private lands within the Pearsonville community, as illustrated in Exhibit A.

### **SECTION FOUR. MORATORIUM FOR NEW NON-GROUNDWATER NEUTRAL AGRICULTURAL USES IN PEARSONVILLE.**

A moratorium is hereby established for non-groundwater neutral agricultural uses in Pearsonville within Inyo County, and no new non-groundwater neutral agricultural uses in Pearsonville (or accessory uses thereto) shall be constructed or begin to operate, and no building permits, electrical permits, plumbing permits, well permits, occupancy permits, subdivisions, variances, use permits, General Plan amendments, zoning reclassifications, or other entitlement requests shall be processed for new non-groundwater neutral agricultural uses in Pearsonville.

**SECTION FIVE. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a 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 each 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 invalid or unconstitutional.

**SECTION SIX. EFFECTIVE DATE.**

This Ordinance is intended to protect the public safety, health, and welfare pursuant to Government Code Section 65858 and shall be in full force and effect immediately upon a four-fifths vote of the Board of Supervisors. This Ordinance shall be of no further force and effect 45 days from its date of adoption, unless extended pursuant to Government Code Section 65858.

PASSED AND ADOPTED this 5<sup>th</sup> day of January 2016, by the following vote of the Inyo County Board of Supervisors:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

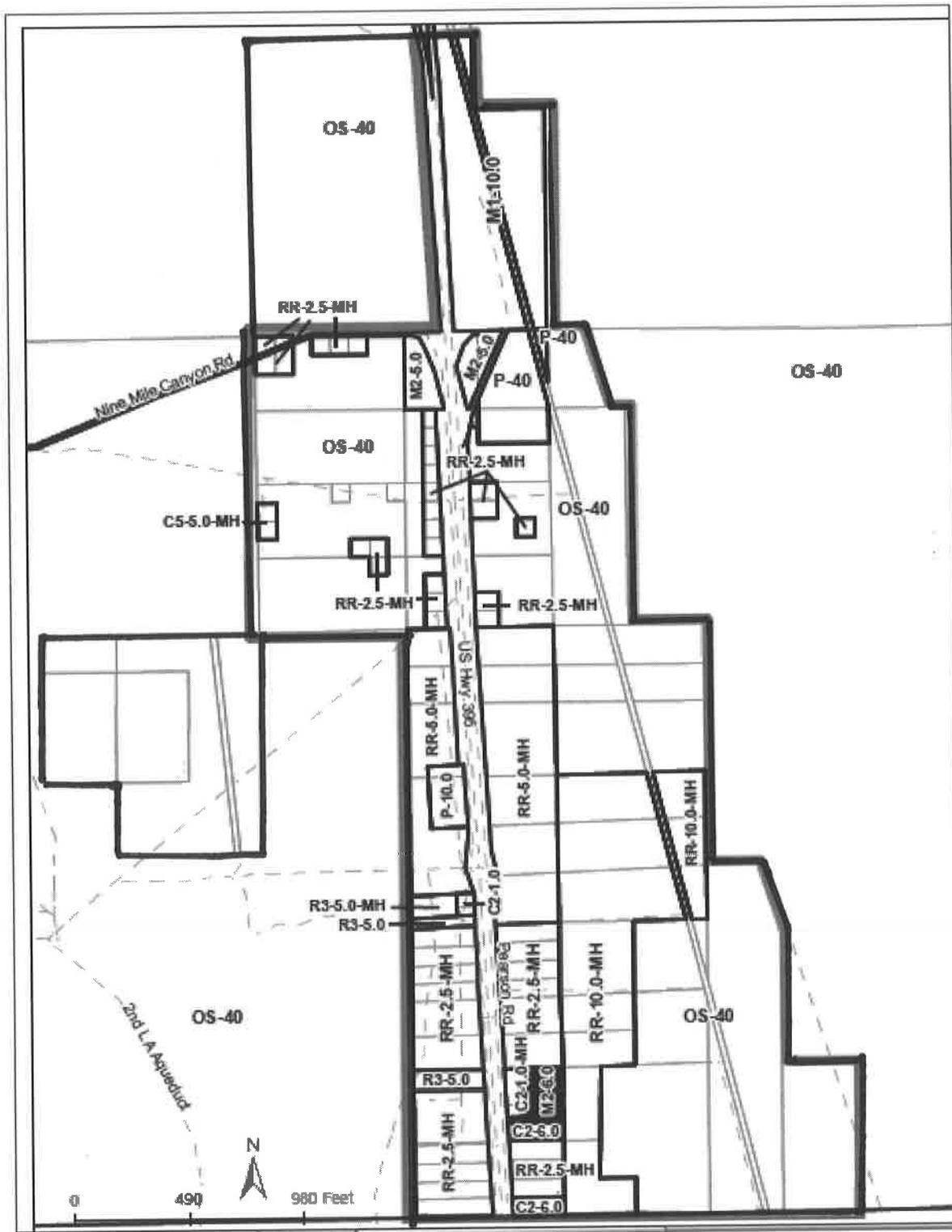
\_\_\_\_\_  
Chairperson Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk to the Board

By: \_\_\_\_\_  
Patricia Gunsolley, Assistant

Exhibit A – Private Lands Within Pearsonville

Exhibit A  
Pearsonville



**FRIENDS OF THE BISHOP LIBRARY**

**P.O. Box 244**

**Bishop, CA 93515**

12/14/2015

Inyo County Board of Supervisors  
PO Box N  
Independence, CA 93526

Dear Board of Supervisors

The Friends of the Bishop Library ("the Friends") is organized as a not-for-profit corporation, whose purpose is to strengthen the Bishop Library system, enhancing its collections, and promoting its usefulness. The Friends has recently become re-energized and looks forward to working with the County to make the Bishop Library and the Inyo County Free Library system a true asset to the community.

To this end, we have identified automation of the library collection as our immediate and urgent priority. We respectfully request that the County retain the services of an expert in library automation to review the current status of automation and suggest an action plan for timely implementation.

Once the County adopts a specific plan of action, the Friends will do everything in its power to assist in the rapid implementation of that plan.

If you have any questions, please feel free to contact me.

Sincerely,



RICK DELMAS, President

Cell: 760-258-7977 e-mail: [redelmas@hotmail.com](mailto:redelmas@hotmail.com)

Bcc: Edith Warkentine [ediewark@gmail.com](mailto:ediewark@gmail.com)

Will Richmond [Bohatch@aol.com](mailto:Bohatch@aol.com)

Rick Benson [rbenson@inyocounty.us](mailto:rbenson@inyocounty.us)

Amy Shepard, County Auditor, PO Box R, Independence, CA 93526

RECEIVED  
2015 DEC 18 PM 2:43  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

COUNTY OF INYO  
Administrative Services  
PO Drawer N  
Independence, CA 93526



TEL. (760) 873-7191  
(760) 878-0460  
FAX. (760) 873-5599  
E-MAIL: rbenson@inyocounty.us

DATE: January 5, 2016

TO: Board of Supervisors

FROM: Rick Benson   
Assistant County Administrator

RE: Correspondence from the Friends of the Bishop Library

Included today for your Board's information is a letter from the Friends of the Bishop Library. The Friends have identified automation of the library collection as their immediate and urgent priority. Automation of the library has been a subject of discussion for many years. While there has been progress in bringing automation to the Inyo County library system, there is still a long way to go.

The Friends have requested that the County retain the services of an expert in library automation to review the current status of automation and suggest an action plan for timely implementation. The County Administrator's office is aware of several consultants with the expertise necessary to conduct such a review. If it is the desire of the Board, this office is prepared to develop a Request for Proposal (RFP) in order to identify an expert in this field and report back to your Board the responses and associated costs.