Agenda

County of Inyo
Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

Public Notices: *(1)* In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). *(2)* If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

June 7, 2016

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

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION.*** *(Paragraph (1) of subdivision (d) of Government Code Section 54956.9).* Native American Heritage Commission v. 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.*** *Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9.* (two cases)

4. ***CONFERENCE WITH LABOR NEGOTIATORS –*** *(Government Code Section 54957.6).* Employee or organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION

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

5. ***REPORT ON CLOSED SESSION***

6. ***PUBLIC COMMENT***

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

CONSENT AGENDA (Approval recommended by the County Administrator)

ADMINISTRATION

8. ***Personnel – County Counsel -*** Request Board approve Amendment No. 1 to the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud and Romo for the provision of Legal Services – General Labor and Employment Advice, increasing the contract amount by $220,000 for a total contract amount not to exceed $370,000 and extending the term of the contract to June 30, 2017, and authorize the Chairperson to sign the amendment contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.

9. ***Risk Management – County Counsel*** - Request Board approve Amendment No. 4 to the contract between the County of Inyo and John D. Kirby A.P.C. for the provision of Civil Litigation Attorney Services, increasing the contract amount by $22,000 for a total contract amount not to exceed $212,000 and extending the term of the contract to December 31, 2016, and authorize the Chairperson to sign the amendment contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.

10. ***Risk Management – County Counsel*** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Porter Scott, A Professional Corporation, for the provision of Civil Litigation Attorney Services, increasing the contract amount by $170,000 for a total contract amount not to exceed $270,000 and extending the term of the contract to June 30, 2017, and authorize the Chairperson to sign the amendment contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.

CORONER

11. Request Board approve the contract between the County of Inyo and Milton R. Jones, M.D., for the provision of Autopsy Services, in an amount not to exceed $43,200, for the term of July 1, 2016 through June 30, 2018, and authorize the Chairperson to sign the contract contingent upon the Board's adoption of future budgets.

12. Request Board approve the contract between the County of Inyo and Eva S. Wasef, M.D., for the provision of Autopsy Services, in an amount not to exceed $50,000, for the term of July 1, 2016 through June 30, 2018, and authorize the Chairperson to sign the contract contingent upon the Board's adoption of future budgets.

HEALTH AND HUMAN SERVICES

13. ***Behavioral Health*** – Request Board ratify and approve the contract between the County of Inyo and Anne Sippi Treatment Group for residential placement for an adult conserved under Laterman Petris Short (LPS) Act in an amount not to exceed $50,000 for the period of April 12, 2016 through June 30, 2017 (estimated to be $12,800 for Fiscal Year 2015-2016 and estimated to be $37,200 for Fiscal Year 2016-2017), and authorize the Chairperson to sign the contract contingent upon the Board's adoption of the Fiscal Year 2016-2017 Budget.

14. ***Behavioral Health*** – Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in an amount not to exceed $20,000 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the contract contingent upon the Board's adoption of the Fiscal Year 2016-2017 Budget.

15. ***Behavioral Health*** – Request Board: A) declare I.D.E.A. Consulting a sole source provider of certain behavioral health consultation for the period of July 1, 2016 through June 20, 2017; B) approve the contract and HIPAA Business Associate Agreement between the County of Inyo and I.D.E.A. Consulting in an amount not to exceed $20,000 for the period of July 1, 2016 through June 30, 2017; and C) authorize the Chairperson to sign the contract contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.

16. ***Behavioral Health*** – Request Board approve the contract between the County of Inyo and Jeanette Sprague, MFT for the provision of bilingual mental health services as part of the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan in an amount not to exceed $15,000 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the contract contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.

17. ***ESAAA*** – Request Board approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), for a total amount not to exceed $778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the Standard Agreement (STD 213) and the Contractor/Vendor Statement of Confidentiality (CDA 1024) contingent upon Board's adoption of the fiscal Year 2016-2017 Budget.

18. ***Social Services*** – Request Board approve a contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for the provision of training services, in an amount not to exceed $106,650 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the contract contingent upon the Board's adoption of the Fiscal Year 2016-2017 Budget.

PLANNING

19. ***Yucca Mountain*** – Request Board approve Amendment No. 2 to the contract between the County of Inyo and Andy Zdon & Associates, to amend Section I. Attachment (A) to include Item #5-Contractor shall assist County in reviewing the Final supplemental environmental impact statement prepared by the U.S. Nuclear Regulatory Commission that addresses the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, to evaluate the adequacy of NRC staff's responses to the County's comments on the draft version. Contractor shall provide a written summary of this evaluation to the County.

PUBLIC WORKS

20. Request Board: A) approve the 2015-2016 Federal Apportionment Exchange Program and State Match Program Agreement for Regional Surface Transportation Program (RSTP) funds, Agreement No. X16-5948(089), with the California Department of Transportation in the amount of $673,353 plus State match of $100,000 for a total amount not to exceed $773,353; and, B) authorize the Chairperson to sign the agreement.

21. Request Board authorize the County Administrative Officer to sign an agreement (A Letter of Permission) with the Los Angeles Department of Water and Power regarding the start point of four combined-use routes in the Bishop Area that start at Brown's Town and Pleasant Valley Campground.

22. Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and Pave-Tech, Inc. for the Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015, increasing the amount of the contract by $378,260.78 for a total amount not to exceed $$1,597,837.87; B) authorize the Chairperson to sign the contract Amendment contingent upon appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other contract documents, including contract change orders to the extent permitted by Public Contract Code Section 20142 and other applicable law, and transmit a copy of the signed documents to the Clerk of the Board for the Boards files.

23. Request Board approve the agreement between the County of Inyo and the Los Angeles Department of Water and Power for Permission of Entry for Phase II of the Dehy Park Improvement Project.

24. Request Board approve Resolution 2016-_____ entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Delegating Authority to the Public Works Director or Designee to Issue Special Event Permits for Certain Regularly Occurring Special Events and to Authorize Related Road Closures" due to the Bishop Fire Department July 4th fireworks show, the Bishop Paiute Palace July 3rd fireworks show, the Round Valley School Jog-A-Thon and the bi-yearly Department of Fish and Game Sierra Nevada Big Horn Sheep capture event, and authorize the Chairperson to sign.

25. Request Board: A) declare the bids submitted by Pahrump Valley Glass and Painting & Décor, Inc. for the Shoshone Sheriff Modular Window Replacement Project as a non-responsive; and B) authorize the Public Works Director to re-advertise for bids on the project using the same scope of work, or work with the lowest bidder to accomplish the job.

26. Request Board: A) approve Amendment No. 1 to the lease with the City of Bishop, for office space located at 301 West Line Street in Bishop, changing the annual increases not to exceed the following payment schedule based on square footage: 1. July 1, 2016-June 30, 2017 ($1.22/sf x 2509=$3,060.98/mo); 2. July 1, 2017-June 30, 2018 ($1.26/sf x 2509=$3,161.34/mo); 3. July 1, 2018-June 30, 2019 ($1.29/sf x 2509=$3,236.61/mo); 4. July 1, 2019-June 30, 2020 ($1.33/sf x 2509=$3,336.97/mo); and, B) authorize the Chairperson to sign contingent upon appropriate signatures being obtained and Board's adoption of future budgets.

27. Request Board: A) award the bid for the Dehy Park Improvement Project Phase II to Speiss Construction Co., Inc. of Santa Maria, California in the amount of $331,803; B) approve the construction contract for the project to Speiss Construction Co, Inc. of Santa Maria, California, in the amount of $331,803; C) authorize the Chairperson to execute the project contract, contingent upon obtaining appropriate signatures and adoption of future budgets; and D) authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law and transmit a copy of the signed documents to the Clerk of the Board for the Boards files.

ROAD

28. Request Board approve the agreement between the County of Inyo and Cascade Software Systems, Inc. (CSS) for the provision of Software Maintenance and Support Services of the Road Department's Cost Accounting Management System (CAMS) in an amount not to exceed $13,214.30 for the time period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign, contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.

SHERIFF

29. Request Board: A) declare Sun Ridge Systems, Inc. a Sole Source provider for the RIMS Annual Support Services; and B) approve a purchase order and payment to Sun Ridge Systems, Inc. for the RIMS Annual Support Services in an amount not to exceed $23,865 for the time period of July 1, 2016 through June 30, 2017, contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget..

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

30. ***SHERIFF -*** Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for this requested position comes from the General Fund as certified by the Sheriff and concurred with by the County Administrator and the Auditor-Controller; and B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and C) approve the hiring of one Correctional Officer position Range 64 ($3,735-$4,539).

31. ***SHERIFF -*** Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for these requested positions come from the General Fund as certified by the Sheriff and concurred with by the County Administrator and the Auditor Controller; and B) where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and C) approve the hiring of one Sergeant position Range 74 SB-SD ($5,268-$6,897); and D) approve hiring of one Investigator position Range 71 SB-SD ($5,039-$6,595); and E) approve hiring of one Corporal position Range 70 SB-SC ($4,784-$6,262); and F) approve the recruitment and hiring of three Deputy Sheriff's positions Range 67 SA-SC ($4,149-$5,565) and authorize up to the D Step for a qualified lateral applicant.

32. ***DISTRICT ATTORNEY –*** Request Board amend the Fiscal Year 2015-2016 Budget as follows: recognize $25,000 in unanticipated revenue and increase District Attorney (Budget #022400) Restitutions (Revenue Code #4626) and increase expenditures in Special Appropriations (Object Code #5321) by $25,000. *(4/5's vote required)*

33. ***WATER DEPARTMENT –*** Request the Board provide direction to initiate facilitated outreach to relevant Owens Valley entities regarding the formation of a Groundwater Sustainability Agency for the Owens Valley Groundwater Basin.

34. ***PLANNING –*** Request Board approve for the Planning Department to set up an advisory committee to help bring stakeholder and community input into the North Sierra Highway planning process. The committee will consist of up to 11 members (1 Board Member and 1 Planning Commissioner from Inyo County [the County], 1 Council Member and 1 Planning Commissioner from the City of Bishop [the City], 2 representatives of the Bishop Paiute Tribe [the Tribe], [one may be a representative of the Paiute Palace Casino], 1 from California Department of Transportation [Caltrans], 1 from the Los Angeles Department of Water and Power [DWP], 1 from the Tri-County Fairgrounds [the Fairgrounds], 1 from Eastern Sierra Transit Authority [ESTA], and 1 from the Eastern Sierra Community Services District [ESCSD]). The committee will not have decision making authority but will act strictly as an advisory panel and will be organized and primarily interact with Inyo County Planning Department staff. If the Board directs staff to set up the committee, it should also appoint a member to participate.

35. ***HEALTH AND HUMAN SERVICES – Social Services*** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for this requested position exits as certified by the Health and Human Services Director and concurred with by the County Administrator and the Auditor Controller; and B) where it is possible that the HHS Management Analyst position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure as many qualified applicants as possible apply for this highly specialized position; and C) approve the hiring of one HHS Management Analyst at Range 80 ($5,559-$6,761).

36. ***HEALTH AND HUMAN SERVICES – Public Health and Prevention - Tobacco Control Program –*** Request Board receive an update from the Health and Human Services Departments Tobacco Control Program staff regarding the City of Bishop's recent adoption of an ordinance addressing e-cigarette use and restrictions on vape shops; review a list of possible smoke-free policy options the Board could consider; and provide direction to staff.

37. ***COUNTY ADMINISTRATOR – Emergency Services –*** Request Board continue the local emergency known as 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.

38. ***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 the extreme drought conditions that exist in the County, as recommended by the County Administrator.

39. ***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, as recommended by the County Administrator.

40. ***CLERK OF THE BOARD –*** Request Board approve the minutes of the Board of Supervisors meetings of: A) Regular Meeting of May 3, 2016; B) Regular Meeting of May 10, 2016; and, C) Regular Meeting of May 17, 2016.

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

11:00 a.m. 41. ***PLANNING –*** Conduct a workshop regarding the Draft Tribal Consultation Policy.

1:30 p.m. 42. ***HEALTH & HUMAN SERVICES/PROBATION –*** Request Board receive an update on the Transition Plan for juvenile and family services and provide direction to staff.

3:30 p.m. 43. ***PUBLIC WORKS-PLANNING –*** Request Board:

A) conduct a **public hearing** on the following actions for a 9.40-acre site at 155 North Grant Street (APN 022-140-16 & 022-140-31) in the community of Independence and leased from the Los Angeles Department of Water and Power: General Plan Amendment (GPA) No. 2015-02 changing the General Plan designation from Open Space and Recreation (OSR) to Public Service Facilities Designation (PF); and Zone Reclassification from Open Space with a 40 acre minimum (OS-40) to Public (P) and, a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2015-02/Inyo County Eastern California Museum and Amending Zoning Map of the County of Inyo by Rezoning a 9.4-acre parcel located at 155 North Grant Street (APN 022-140-16 & 022-140-31) in the community of Independence from Open Space with a 40 acre minimum (OS-40) to Public (P).";
and,

B) approve Resolution 2016-_____ titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to; and Approving the Eastern California Museum Expansion Project and General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/Inyo County Eastern California Museum."; and,

C) waive the first reading of the above referenced ordinance under paragraph "A" approving Zone Reclassification (ZR) No. 2015-02/Inyo County Eastern California Museum and schedule the enactment for 11:45 a.m., Tuesday, June 14, 2016 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

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

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

44. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

45. **SHERIFF** – Sheriff and Jail Overtime Report for the month of April 2016.

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: Administration - Personnel

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of Amendment #1 to contract for Legal Services – General Labor and Employment Advice and Representation.

DEPARTMENTAL RECOMMENDATION:
Request Board approved Amendment #1 to the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services – General Labor and Employment Advice, increasing the contract limit by $220,000 for a total not to exceed $370,000, and changing the contract term to end on June 30, 2017. Authorize the Chairperson to sign the Amendment contingent on Board of Supervisors approval of the FY 16/17 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This Amendment #1 increases the existing contract limit by $220,000. This Amendment will also change the contract term to end on June 30, 2017. This firm, specializes in representing California Public Entities in employment and labor law matters, and consistently provides the County with quality advice and representation.

ALTERNATIVES:
The County could decline to approve the Amendment and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of, and the time demands for, the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:
The Personnel Department has budgeted for this contract in FY 2016/2017 Personnel Budget Unit 010800.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 06/02/16
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: yes Date 6/2/2016
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 6/1/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Kevin Carunchio by Sue DL Date: 6/1/16
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Atkinson, Anderlson, Loya, Ruud and Roma
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Irma Rodriguez Moisa, of Atkinson, Anderlson, Loya, Ruud and Roma (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 16, 2015, on County of Inyo Standard Contract No. 123, for the term from July 1, 2015 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Replace Paragraph 2 ("TERM") with the following:

   The term of this Agreement shall be from July 1, 2015 to June 30, 2017 unless sooner terminated as provided below.

2. Replace Paragraph 3.E ("CONSIDERATON. Limit upon Amount payable under Agreement") with the following"

   The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Three hundred seventy thousand dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is June 7, 2016. All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Atkinson, Anderlson, Loya, Ruud and Roma
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Nate Kowalski
Type or Print

Dated: 6/2/16

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M. Baker by

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

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

FROM: Administration, Risk Management

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of Contract Amendment #4 between the County of Inyo and John D. Kirby, A.P.C. – Civil Litigation Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve Contract Amendment #4 between the County of Inyo and John D. Kirby A.P.C., for the provision of Civil Litigation Attorney Services, to increase the contract limit by $22,000 to an amount not to exceed $212,000, and extend the term of the Agreement to December 31, 2016, contingent upon the Board's adoption of future budgets and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Your Board previously approved the Contract for Legal Services – Civil Litigation Attorney Services, and Amendments 1, 2, and 3 to the Contract for Legal Services – Civil Litigation Attorney Services, for John D. Kirby, A.P.C., for the period of July 1, 2015 through June 30, 2016 (as amended). Due to continuances of hearing and motion for summary judgment dates in both the Bishop Paiute Tribe and Prominent matters, it is recommended that your Board approve an increase of $22,000 in the contract limit and extend the term to December 31, 2016.

ALTERNATIVES:

The County could decline to approve Contract Amendment #4 with John D. Kirby, A.P.C. This is not recommended due to John Kirby's expertise in the complex litigation involving the Bishop Paiute Tribe and Prominent cases. John Kirby has prepared the Motions for Summary Judgment in both matters and is scheduled to argue those Motions which were continued by Courts due to issues outside the control of the County. There would be significant costs to the County to have outside counsel prepare for and argue those Motions. If the Motions are successful, the cases should be dismissed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funds for this Contract are paid out of the County Liability Budget Unit 500903.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 5/26/16
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 5/26/16
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 5/25/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 05-26-2016
(The Original plus 20 copies of this document are required)

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

WHEREAS, the County of Inyo (hereinafter referred to as "County") and JOHN D. KIRBY, A.P.C., of San Diego, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2015, on County of Inyo Standard Contract No. 123, for the term from July 1, 2015 to June 30, 2016 (as amended).

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from July 1, 2015 to December 31, 2016 unless sooner terminated.

3. CONSIDERATON

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $212,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

Attachment B (Schedule of Fees) remains current through December 31, 2016.

The effective date of this Amendment to the Agreement is June 7, 2016.
All the other terms and conditions of the Agreement are unchanged and remain the same.

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

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR
JOHN D. KIRBY, A PROFESSIONAL CORP.

By: _____
Signature

JOHN D. KIRBY, PRESIDENT
Type or Print

Dated: 5/25/2016

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Administration, Risk Management

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of Contract for Legal Services – Civil Litigation

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #1 to the Agreement between the County of Inyo and Porter Scott, A Professional Corporation, (Carl Fessenden, Esq., Contact) for the provision of Civil Litigation Attorney Services, to increase the contract limit by $170,000 to an amount not to exceed $270,000, and extend the term of the Agreement to June 30, 2017, contingent upon the Board's adoption of future budgets and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

In order to provide the County with advice and representation in specialized civil litigation, it is recommended that the County continue to contract with Porter Scott, a Professional Corporation, (Carl Fessenden, Esq., Contact), for these legal services. Carl Fessenden, Esq., has provided legal services to the County since December 9, 2015 and has performed as a highly skilled and competent civil litigation attorney in public entity defense and whose services have contributed significantly to the County's ability to successfully defend itself and its officers and employees in a variety of routine, complex and highly specialized public entity litigation.

ALTERNATIVES:

The County could decline to approve Amendment #1 to the Agreement with Porter Scott, A Professional Corporation, and attempt to find other legal counsel to assist the County in these matters or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding for the recommendation of this Amendment #1 to the Agreement is paid out of the County's Liability Trust Account Budget #500903.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 5/26/16
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 5/26/2016
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 5/25/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 5/26/16
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PORTER SCOTT, A PROFESSIONAL CORPORATION, of Sacramento, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 9, 2015, on County of Inyo Standard Contract No. 123, for the term from December 9, 2015 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from December 9, 2015 to June 30, 2017 unless sooner terminated.

3. CONSIDERATON

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $270,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

Attachment B (Schedule of Fees) remains current through June 30, 2017.

The effective date of this Amendment to the Agreement is June 7, 2016.
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Carl Fessenden
Type or Print

Dated: 5/19/16

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of Contract for Autopsy Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract with Milton R. Jones, M.D., for autopsy services for the term of July 1, 2016 through June 30, 2018 for a total contract amount not to exceed $43,200, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Dr. Milton Jones' contract expires June 30, 2016. Dr. Jones resides in Lone Pine and has been providing Inyo County with autopsy services since the 1960's at a very reasonable cost to the County. He is also the only physician in Southern Inyo County with the expertise to provide autopsy services.

ALTERNATIVES:

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be budgeted in the Coroner's Budget (023500) each year in Professional Services (5265).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 5/19/16
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 5/19/2016
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 5/19/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 05/12/16
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Milton R. Jones, M.D. of Lone Pine, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jason Molinar, whose title is Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 07/01/2016, to 06/30/2018, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment C) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed

$43,200 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
Coroner — Department
325 West Elm Street — Address
Bishop, CA 93514 — City and State

Contractor:

Milton R. Jones, M.D. — Name
PO Box S — Address
Lone Pine, CA 93545 — City and State

25. ENTIRE AGREEMENT.

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

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

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

COUNTY OF INYO:

By:_____

Dated:_____

CONTRACTOR:

By: MILTON R. JONES MD
Type or Print Name

Milton R Jones MD
Signature

Dated: 4/13/2016

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

s:County Counsel/Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2018

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2018

SCHEDULE OF FEES:

Gross Complete Autopsy.....$900.00

External examination to determine cause of death or medical consultation.....$400.00

Reimbursement of other necessary charges in determining cause of death. Microscopic examination or other needed tests.....$As billed

(As billed by an outside service that provides the tests required, with a copy of their actual invoice attached)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of Contract for Autopsy Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract with Eva S. Wasef, M.D., for autopsy services for the term of July 1, 2016 through June 30, 2018 for a total contract amount not to exceed $50,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Dr. Eva Wasef's contract expires June 30, 2016. She has graciously worked with the Coroner's Office for the past several years as the Coroner's autopsy surgeon. She is a pathologist at Northern Inyo Hospital and is currently the only pathologist in Inyo County. There is no one with her expertise and laboratory availability to assist the Coroner. She is able to provide microscopic studies and immediate toxicology services when needed to determine the cause of death. Her services are a tremendous benefit to the County.

ALTERNATIVES:

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be budgeted in the Coroner's Budget (023500) each year in Professional Services (5265).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 5/19/16
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 5/19/2016
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 5/19/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 05/12/2016
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Eva S. Wasef, M.D. of San Marino, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jason Molinar, whose title is Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 07/01/2016, to 06/30/2018, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment C) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed

$50,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
Coroner — Department
325 West Elm Street — Address
Bishop, CA 93514 — City and State

Contractor:

Eva S. Wasef, M.D. — Name
500 Madeline Drive — Address
Pasadena, CA 91105 — City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

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

COUNTY OF INYO:

By:_____

Dated:_____

CONTRACTOR:

By: Eva S. Wasef
Type or Print Name

Eva S. Wasef
Signature

Dated: 4/19/16

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

s:County Counsel/Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2015

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2016 **TO:** 06/30/2018

SCHEDULE OF FEES:

Gross Complete Autopsy.....$1,100.00

External examination and review of medical records to determine the cause of death.....$ 500.00

Transcription.....$ 20.00

Processing Fee.....$ 60.00

Reimbursement of microscopic tests required to determine the cause of death.....$ 200.00

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
AGENDA NUMBER
13

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

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: **June 7, 2016**

SUBJECT: Approval of Contract between County of Inyo and Anne Sippi Treatment Group

DEPARTMENTAL RECOMMENDATION:
Request Board ratify and approve the contract between County of Inyo and Anne Sippi Treatment Group for residential placement for an adult conserved under Laterman Petris Short (LPS) Act in an amount not to exceed $50,000 for the period of April 12, 2016 to June 30, 2017(estimated to be $12,800 for FY 15/16 and estimated $37,200 for FY 16/17); pending the adoption of the FY 15/16 Third Quarter Budget and contingent upon the Board's adoption of the 2016/2017 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This contract comes before your Board for ratification due to the complex and difficult process necessary to obtain access to placement for persons who are conserved under LPS and in need of specialized treatment services. The Inyo County Deputy LPS Conservator and staff have looked for an appropriate placement for a conserved adult for the past several months as a "step down" from a locked facility. Anne Sippi provides specialized services that meet the recovery needs of persons with severe mental illness who are ready to step down from a locked facility to a less restrictive environment. The Anne Sippi transitional social rehabilitation program offers an array of services to support and encourage recovery, including a work experience program (in a ranch setting). This placement meets the treatment needs of this individual.

ALTERNATIVES:
Your Board could choose not to approve this contract. Appropriate placements are difficult to obtain and there is no guarantee that another facility that offers proper care will be found. The conserved adult would then remain in the locked psychiatric setting.

OTHER AGENCY INVOLVEMENT:
Inyo County Courts

FINANCING:
100% Mental Health Realignment Funds (clients may be able to partially reimburse with SSI payments). This expense will be budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 5/4/16
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 5/9/2016
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) Jean Turner Date: 5-19-16

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Anne Sippi Treatment Group of Bakersfield, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier, Ph.D., whose title is: IC HHS- Deputy Director Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from April 12, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $50,000 (Fifty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, and municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute

between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Workers' Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers, and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to

exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days' written notice of such intent to cancel to County.

16. ASSIGNMENT.

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

17. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days' written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

18. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-five (25) below.

19. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

20. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

21. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

22. SEVERABILITY.

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

23. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo
Inyo County Health and Human Services — Department
162 J Grove St. — Street
Bishop, Ca 93514 — City and State

Contractor:
Anne Sippi Treatment Group — Name
18200 Hwy 178 — Street
Bakersfield , Ca 93306 — City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Nick Damian
Print or Type Name

Dated: 4-20-16

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: April 12, 2016 **TO:** June 30, 2017

SCOPE OF WORK:

See attached scope of work.

ANNE SIPPI CLINIC

SERVICES AND REQUIREMENTS

SCOPE OF WORK

I. PROGRAM STANDARDS AND REQUIREMENTS

a. To be certified as Transitional Social Rehabilitation Program, a program shall provide:

i. Services that provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills.

The program shall also assist the client in developing a personal community support system to substitute for the program's supportive environment, to living at a lower level of restriction.

The planned length of stay in the program shall be in accordance with the client's assessed need, with the goal of transitioning the client to lower level of care within one (1) year; however, a length of stay not exceeding a maximum total of 24 months is permitted to ensure successful completion or the treatment plan and appropriate referral.

The reason for length of stay beyond 24 months shall be documented in the client's case record.

ii. A minimum staffing ratio of at least one (1) full-time equivalent direct staff for each five (5) clients served.

Staff scheduled shall be determined by the program based on the number of clients in the program during specific hours of the day, level of care provided by the program, and the range of services provided within the facility.

All scheduled hours in the facility shall be considered part of this required full-time equivalent staffing ratio.

II. SERVICE REQUIREMENTS

a. Structured day and evening services shall be available seven (7) days a week. Services in all programs shall include but not limited to:

i. Individual and group counseling;

ii. Crisis intervention;

iii. Planned activities;

iv. Counseling with available members of the client's family, when indicated in the client's treatment/rehabilitation plan;
v. The development of community support systems for clients to maximize their utilization of non-mental health community resource, including educational opportunities;
vi. Pre-vocational or vocational counseling;
vii. Client advocacy, including assisting clients to develop their own advocacy skills;
viii. An activity program that encourages socialization, program and community involvement, which links the client to resources that are available after leaving the program; and
ix. Use of the residential environment to assist clients in acquisition, testing, and/or refinement of community living and interpersonal skills.

III. MEDICAL REQUIREMENTS

Medical and psychiatric policies and practices of all programs shall be in writing and shall include, but not limited to:

A. A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;
B. Client education, provided by licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of client becoming responsible for his or her own medication;
C. Entries in client case records indicating all prescribed and non-prescribed medications;
D. Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;
E. Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary.

IV. TREATMENT/REHABILIATION PLAN AND DOCUMENT REQUIREMENTS

A. Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of the client regarding house rules, client involvement in the program, and fees. The client shall receive a copy of the signed admission agreement.

B. There shall be a written assessment of each client on admission that includes at least:
    i. Health and psychiatric histories;
    ii. Psychological skills;
    iii. Social support skills;

iv. Current psychological, educational, vocational, and other functional limitations;
v. Medical needs, as reported.

C. Program staff and client shall work together to develop a written treatment rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement.

Clients shall be involved in an ongoing review of progress towards reaching established goals and be involved in the planning and evaluation or their treatment goals. The plan shall contain at least the following elements:

i. Statement of specific rehabilitation plan.
ii. Description of specific services to address identified treatment needs.
iii. Documentation of reviews by staff and client of the treatment/rehabilitation plan at least every 30 days.
iv. Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.

D. If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment/rehabilitation plan.

E. The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/rehabilitation plan that cannot be met by the facility, but can be met in the community.

F. The admission assessment, treatment and rehabilitation plan, shall be prepared by staff who has received training in the development and preparation of these documents

G. Admission and discharge criteria of all programs shall be written an shall be consistent with program goals.

H. The program shall have written policies and procedures for orienting new clients to the facility programs.

I. The range of services provided shall be discussed prior to admission with the prospective client or an authorized representative so that the program's services are clearly understood.

V. CLIENT INVOLVEMENT REQUIREMENTS

A. Each client shall be involved in the development and implementation of his/her treatment/rehabilitation plan.

B. Clients shall be involved, depending on capability, in the operation of the household. This shall include participation in the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited to cooking, cleaning, menu planning and activity planning.

C. Clients shall be encouraged to participate in program evaluations and reviews.

VI. PHYSCIAL ENVIRONMENT REQUIREMENTS

A. The program shall meet the facility requirements of Section 5453 (a) of the Welfare and Institutions (W&I) Code.

B. Program location shall allow for access by clients to community resources.

VII. STAFF CHARACTERISTICS, QUALIFICATIONS & DUTY REQUIREMENTS

A. The program shall meet the staffing requirements of Section 5453 (b) of the Welfare and Institutions Code.

B. The program shall document the use of multidisciplinary professional consultations and staff when necessary to meet the specific diagnostic and treatment needs of the clients.

C. Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.

D. All social rehabilitation facilities shall have a program director. The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.

E. The program director of Anne Sippi Clinic shall have the following qualification prior to employment:

1. A Bachelor's Degree in Psychology, Social Work, or any other major which includes at least 24 semester units in one or more of the following subjects areas:

   i. Psychology
   ii. Social Work
   iii. Sociology
   iv. Behavioral Sciences
   v. Psychiatric Nursing; and

2. One (1) year of full-time work experience in community program that serves clients who have a mental illness. Such experience must be in the direct provision of services to clients, of which four (4) months must be in a position of supervising direct care staff.

3. As an alternative to the Bachelor's Degree and experience required in paragraphs (1) and (2) of this subsection, a total of three years of experience in providing direct services in the community to persons with mental illness, of which six (6) months must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.

F. All direct care staff shall have graduated from high school or possess a GED and have a minimum of one (1) year of full-time experience, or its part-time equivalent, working in a program serving people with mental disabilities. Such experience must be in the direct provision of services to clients. If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job. The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.

VIII. ADMINISTRATIVE POLICIES & PROCEDURES

A. The organizational entity legally responsible for program administration, under applicable law and regulation, shall;
   (1) Have a written policies defining the purpose, goals, and services of the organization.
   (2) Establish and maintain financial records in accordance with generally accepted accounting principles and an annual budget.

B. Each program shall be directed by a designated individual who is responsible for its overall administration and management.

C. Each residential program shall have an individual(s) designated as the administrator of the facility. The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator. The requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.

D. The agency or program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

IX. OTHER REQUIREMENTS

The following will be required of the residential facilities operating as a Transitional Social Rehabilitation Facility. This will be in addition to the requirements as indicated above.

A. STAFFING REQUIREMENTS

(1) Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.
(2) Facilities must have nursing staff.
(3) Facilities must inform Department of Behavioral Health within 24 hours of an staff changes that may affect this contract.
(4) Facility will have adequate number of staff to monitor clients during the sleeping hours.
(5) The content of group or individual sessions shall be within the scope of practice of the individual providing that service.
(6) Staff assigned to assist in physically restraining clients must receive prior training form appropriate agencies.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: April 12, 2016 **TO:** June 30, 2017

SCHEDULE OF FEES:

Daily rate of $160.00 (One-hundred and sixty) dollars per day.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: April 12, 2016 **TO:** June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and Anne Sippi Clinic, referred to herein as Business Associate ("BA"). This Agreement is effective as of 4-20-16, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

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

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

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

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

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

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

7. **No Third-Party Beneficiaries**

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

8. **Effect on Contract**

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

9. **Interpretation**

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

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

COVERED ENTITY	BUSINESS ASSOCIATE
County of Inyo	
By: _____	By: _____
Print Name: Jeff Griffiths	Print Name: Nick Damiano
Title: Chairperson	Title: Chief Operating Officer
Date: _____	Date: April 20, 2016

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
AGENDA NUMBER
14

X Consent Departmental Correspondence Action Public Hearing

Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approve the Contract between County of Inyo and Crestwood Behavioral Health, Inc.

DEPARTMENTAL RECOMMENDATION:
Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in the amount not to exceed $20,000 for the period of July 1, 2016 to June 30, 2017; contingent upon Board's adoption of FY 2016/2017 Budget; and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Mental Health currently has one LPS-conserved individual at Crestwood Behavioral Health, Inc. This individual is placed in a Crestwood facility in Stockton. This individual had resided in the IMD facility in Vallejo for many years but was moved to the Stockton facility due to a change in the designation of the Vallejo facility. Crestwood provides specialized services that meet both the physical and emotional needs of this person. Crestwood works closely with the deputy conservators and provides treatment updates and planning as appropriate.

ALTERNATIVES:
Crestwood has offered excellent service for vulnerable persons. They are committed to providing service in the least restrictive setting. The conservatees continue to receive quality treatment in this facility. Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatees. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:
Inyo County Courts.

FINANCING:
100% Mental Health Realignment Funds. (clients partially reimburse with SSI payments). This contract is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 5/24/16
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 5/25/2016
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) Jean Turner Date: 5-27-16

AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier, Ph.D, whose title is: IC-HHS Deputy Director Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $20,000.00 (Twenty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, and municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute

between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Workers' Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers, and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to

exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days' written notice of such intent to cancel to County.

16. ASSIGNMENT.

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

17. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days' written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

18. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-five (25) below.

19. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

20. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

21. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

22. SEVERABILITY.

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

23. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

24. AMENDMENT.

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

26. NOTICE.

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

County of Inyo
Behavioral Health — Department
162 J Grove St. — Street
Bishop, Ca 93514 — City and State

Contractor:
Crestwood Behavioral Health, Inc. — Name
~~7590 Shoreline Dr.~~ PO Box 980966 — Street
~~Stockton, Ca 95219~~ West Sacramento, CA — City and State
95798-0966

27. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

George C. Lytal
Print or Type Name

Dated: 4/1/2016

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Page 4, Paragraph 11, replaced by the following:

A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, it Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts, or omissions of CONTRACTOR's officers, directors, agents, employees or subcontractors.

B. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts, or omission of COUNTY's Board of Supervisors, officers, directors, agents employees, or volunteers.

C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors and CONTRACTOR's subcontractors.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SCHEDULE OF FEES:

See attached schedule of fees for treatment sites and programs. Refer to "Geropsych 65+" Stockton facility for current services. Fee is for the Special Treatment Program patch rate of $53.00 per day.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2016

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	21.00	21.00
	53.00	53.00
	SPECIAL	
VALLEJO	0	0.00
	21.00	21.00
	53.00	53.00
	SPECIAL	
MODESTO	0	0.00
	21.00	21.00
	53.00	53.00
	SPECIAL	
REDDING GTC	0	0.00
	21.00	21.00
	53.00	53.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	21.00	21.00
	29.00	29.00
	53.00	53.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: HEALTH & HUMAN SERVICES –Behavioral Health
FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of the contract between the County of Inyo and I.D.E.A. Consulting

DEPARTMENTAL RECOMMENDATION:
Request your Board: a) Declare I.D.E.A. Consulting the sole source provider of certain behavioral health consultation for the period of July 1, 2016 through June 30, 2017; b) approve the contract and HIPAA Business Associate Agreement between the County of Inyo and I.D.E.A. Consulting in the amount not to exceed $20,000 for the period of July 1, 2016 to June 30, 2017, contingent upon the Board's adoption of FY 2016/2017 Budget and; c) authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Department requests this contract as a sole source contract due to the need for the specialized knowledge, experience and expertise brought by I.D.E.A. Consulting. Inyo County HHS Behavioral Health Division continues to benefit from the consultation and training services of Dr. Nancy Callahan and her staff at I.D.E.A. Consulting as a cost effective means to meet and stay current with the complicated regulatory and quality requirements as we further integrate behavioral health services within health care. The contract again includes access to a Relias Learning Management System. Relias Learning access includes web-based training for staff and consumers under our MHSA Workforce Education and Training (WET) plan. I.D.E.A. Consulting staff members ensure that that there is access to the product, updating of the offerings and monitoring use and assignment of courses. The consultation has also involved continued development of other mandated behavioral health compliance and quality improvement measures. Dr. Callahan works with several small counties and has been instrumental in, not only the development of the MHSA plans, but also in the processes for reviewing data and outcomes connected with the plans. We will continue to benefit from her specialized knowledge and guidance in this area. Finally, she has also continued to work with counties to continue to meet compliance regulations and quality assurance and improvement requirements. This is helpful to us as we face our annual and triennial site reviews.

ALTERNATIVES:
Your Board could deny approval of the contract and direct staff to identify other means to accomplish this task. This would limit access to expertise that has proven very valuable as well as cost-effective.

OTHER AGENCY INVOLVEMENT: Stakeholders and partners include consumers of behavioral health services and their families as well as a wide array of representatives of such entities as Schools, Law Enforcement, Senior Services providers, Courts, Probation, Health and Human Services, Ethnic-Specific groups, Development Disabilities, and Special Education.

FINANCING: Mental Health funds, including MHSA CSS and PEI funds (in approved plan), WET funds (in approved plan) and MediCal funds where appropriate. This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: Yes Date: 5/10/16
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: 5/23/2016
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: 5-27-16

AGREEMENT BETWEEN COUNTY OF INYO

AND I.D.E.A. Consulting

FOR THE PROVISION OF Consulting **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Consulting services of I.D.E.A. Consulting of Davis, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A,** attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier Ph.D, whose title is: IC-HHS Deputy Director Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B)** for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $20,000.00 (Twenty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licensesor certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo Behavioral Health	Department
162 J Grove St.	Street
Bishop, Ca 93514	City and State

Contractor: I.D.E.A. Consulting	Name
2108 Alameda Avenue	Street
Davis, Ca 95616	City and State

25. ENTIRE AGREEMENT.

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

//// ////

AGREEMENT BETWEEN COUNTY OF INYO

AND I.D.E.A. Consulting
FOR THE PROVISION OF Consulting **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Nancy M Callahan PhD
Signature

Nancy M. Callahan, PhD
Print or Type Name

Dated: 21 March 2016

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
I.D.E.A. Consulting
AND _____
Consulting
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SCOPE OF WORK:

SERVICES TO BE PERFORMED BY CONTRACTOR:

On behalf of Inyo County Behavioral Health Department, I.D.E.A. Consulting agrees to provide the following Quality Management (QM), Quality Improvement (QI) and compliance activities:

1. Conduct staff training activities in consultation with staff on a range of topics including Quality Management, documentation, and compliance activities.
2. Assist County Staff in the development and implementation of a compliance plan and related procedures. Provide training to staff on compliance plan components.
3. Provide consultation to County at County request for issues pertaining to Cultural Competence, Health Insurance Portability and Accountability Act, Quality Management, Quality Improvement, compliance and DHCS regulations.
4. Provide consultation and technical assistance as related to other County Mental Health special projects as requested by the local Mental Health Director.
5. Provide consultation and technical assistance as related to other special projects as requested by the local Mental Health Director related to the implementation of the Mental Health Act (MHSA).

On behalf of Inyo County Behavioral Health, I.D.E.A. Consulting agrees to provide services related to the Relias Learning online training program. This training program provides a web-based site for training of the Inyo County Behavioral Health workforce, and includes clinical and CEU courses related to mental health and substance abuse treatment. The Relias Learning program also includes a consumer access site for online courses reference library, and a health-related community resource list.

I.D.E.A. Consulting will fulfill the following activities on behalf of the Inyo County Behavioral Health Department (Department):

1. Provide service pursuant to the Relias Learning Membership Agreement, which includes both the workforce training site and the consumer access site;
2. Develop and maintain an I.D.E.A. Consulting workforce training site through Relias Leaning to which the Department will have supervisory and other assigned access;
3. Perform administrative functions for the training site, including adding new content to the site, establishing user demographic fields, and managing the content of the site;
4. Collaborate with Inyo County Behavioral Health to develop appropriate training curricula and materials to best meet the needs of the Department's workforce; and
5. Provide usage reports and other tracking documentation on a regular basis.

The work under this Contract shall be quality and quantity that is acceptable to the County. Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as attached.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
I.D.E.A. Consulting
AND _____
Consulting
FOR THE PROVISION OF _____ **SERVICES**

TERM:
FROM: July 1, 2016 **TO:** June 30, 2017

SCHEDULE OF FEES:

Rate of Payment: Contractor shall be paid $100.00 (One Hundred Dollars) per hour.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND I.D.E.A. Consulting
FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and Nancy M Callahan, PhD, referred to herein as Business Associate ("BA"). This Agreement is effective as of _____, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

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

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

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

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

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

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

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

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

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

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

7. **No Third-Party Beneficiaries**

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

8. **Effect on Contract**

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

9. **Interpretation**

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

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

COVERED ENTITY	BUSINESS ASSOCIATE
County of Inyo	
By: _____	By: Nancy M Callahan PhD
Print Name: _____	Print Name: Nancy M Callahan, PhD
Title: _____	Title: Owner, IDEA Consulting
Date: _____	Date: 21 March 2016

Sole Source Justification Form

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

This is a sole source because:

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

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. consultant services around Behavioral Health plans and quality assurance/ quality improvement requirements	
DEPARTMENT CONTACT PERSON & TITLE: Gail Zwier, PhD, HHS Deputy Director - Behavioral Health	
DEPARTMENT NAME: HHS	PHONE
REQUESTED SUPPLIER/CONSULTANT NAME: IDEA Consultancy	SUPPLIER CONTACT PERSON: Nancy Callahan
SUPPLIER ADDRESS: 2108 Alameda Ave Davis, CA 95616-3006	SUPPLIER CONTACT'S PHONE NUMBER: 530-758-8815

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

Q Zwin PhD
Signature of Requestor

5.18.16
Date

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

May 16, 2016

Re: Sole Source Justification

Dr. Callahan, as the owner of IDEA Consulting, worked at the Department of Mental Health Services for many years and assisted in writing the definitions for mental health services as allowed by MediCal. From the advent of Managed Care and then MHSA, Dr. Callahan and her staff have been a critical resource in helping us to meet state requirements in the many area requiring quality assurance and quality improvement. Dr. Callahan works with numerous small counties and is adept at producing templates for use in meeting local needs. Although there are may be other consultants who might be of assistance in select areas, IDEA Consulting is a cost effective way to meet our specific small rural county needs and save valuable staff time. IDEA Consulting have consistently produced an excellent product and has made themselves readily available to answer questions and receive input.

Please feel free to contact me with any questions or concerns.

Gail Zwier, Ph.D.

gzwier@inyocounty.us
760.872.2590

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of the contract between County of Inyo Behavioral Health Mental Health Services Act (MHSA) and Jeanette Sprague, MFT.

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the contract between the County of Inyo and Jeanette Sprague, MFT for the provision of bilingual mental health services as part of the Mental Health Service Act (MHSA) Community Services and Supports (CSS) Plan in an amount not to exceed $15,000.00 for the period of July 1, 2016 to June 30, 2017, contingent upon Board's adoption of FY 2016/2017 Budget and; authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The MHSA CSS plan has continued to include a contract position for a bilingual clinician. We advertised a Request for Qualifications in 14/15 and Ms. Sprague was the only applicant. Ms. Sprague will continue to provide mental health outreach and engagement services, primarily to the unserved or underserved Hispanic population. These services will again include mental health presentations, wellness groups and counseling as well as other outreach activities as outlined in the CSS Plan. This year she has provided services to approximately fifty-six Spanish-speaking families in various capacities. She has also worked with the bi-lingual Health and Human Services Specialist to provide strategies and to look for ways to engage Latino families. She has provided weekly outreach contacts in the community, including the homes, and has continued to work to build trust with the Latino population. Ms. Sprague participates in collaborative community meetings to represent the Behavioral Health Division on Latino issues. We are fortunate to have her work as part of these efforts.

ALTERNATIVES:
Your Board could choose not to approve this contract. This would severely impact a working relationship with a quality bilingual provider and limit access and availability to bilingual mental health services under MHSA.

OTHER AGENCY INVOLVEMENT:
The MHSA CSS Plan was developed with input from Consumers, Family Members, Agencies and other Community Stakeholders.

FINANCING:
MHSA funds and MediCal reimbursement, including EPSDT, where appropriate. This expense will be budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 05/20/2016 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 5/25/16
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) Jean Turner Date: 5-27-16

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Jeanette Sprague, MFT of Bishop, Califonira (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier, Ph.D. whose title is: IC-HHS Deputy Director BH. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Gail Zwier, Ph.D. whose title is: IC-HHS Deputy Director Behavioral Health. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $15,000.00 (Fifteen Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

25. NOTICE.

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

County of Inyo
Behavioral Health Department
162 J Grove St. Street
Bishop, CA 93514 City and State

Contractor:
Jeanette Sprague, MFT Name
173 Hanby Avenue Street
Bishop, CA 93514 City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

Jeanette Sprague
Print or Type Name

Dated: April 11, 2016

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SCOPE OF WORK:

Contractor shall provide up to the 10 (ten) hours per week of outreach and mental health services under the Mental Health Services Act (MHSA) and/or the California MediCal Programs directed by the Behavioral Health Director, her designee, and/or the MHSA Steering Committee. Such services will include community outreach, presentations, care coordination, assessment, individual or family counseling, group counseling and other related services in various settings as assigned. These setting could include the Wellness Centers, office, satellite offices, homes, schools, primary care settings and other community settings. Contractor will maintain the appropriate timely documentation.

Services to be provided by Contractor are expected to conform with the best practices and industry standards in this area.

Services to be provided by Contractor are not limited in any way to County working hours, scheduling or holidays.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health SERVICES

TERM:

FROM: July 1, 2016 TO: June 30, 2017

SCHEDULE OF FEES:

The fee for authorized services pursuant to this Agreement is payable at the rate of $70.00 per hour.

Contractor will be paid or reimbursed for authorized travel expenses and/or per diem including motel expenses at the rate established by the County.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and Jennifer Sprague, referred to herein as Business Associate ("BA"). This Agreement is effective as of _____, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

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

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

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

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

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

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

7. **No Third-Party Beneficiaries**

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

8. **Effect on Contract**

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

9. **Interpretation**

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

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

COVERED ENTITY	BUSINESS ASSOCIATE
County of Inyo	_____
By: _____	By: Jeanette Sprague
Print Name: _____	Print Name: Jeanette Sprague
Title: _____	Title: MFT
Date: _____	Date: April 8, 2016

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of the Standard Agreement for Contract Number AP-1617-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:
Request Board approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of $778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the Standard Agreement (STD 213), and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 16/17 budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This contract is a standard State Contract with total annual funding of $778,493, which is an increase of $43,733 to the base allocation from prior year. This includes an increase of $12,531 in Ombudsman; $6,545 in Congregate Meals; $25,091 in Home Delivered Meals; $78 in Title IIID; $1,382 in Title IIIE; $24 Title VII; $959 in Admin and a decrease of $2,877 in Support Services. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the $778,493, a portion of the funding will be allocated to Mono County to provide their services to seniors.

ALTERNATIVES:
Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

OTHER AGENCY INVOLVEMENT:
California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:
State and Federal dollars. Total amount of this contract is $778,493, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

APPROVALS

COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: [signature] Date: 5/11/2016
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: 5/11/2016

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 5-19-16

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER	REGISTRATION NUMBER
AP-1617-16	

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

STATE AGENCY'S NAME
California Department of Aging

CONTRACTOR'S NAME
County of Inyo

2. The term of this Agreement is: July 1, 2016 Through June 30, 2017

3. The maximum amount of this Agreement is: **$ 778,493.00**
Seven hundred seventy-eight thousand four hundred ninety-three and 00/100 dollars

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

Exhibit A – Scope of Work	16 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
☒ Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	32 page(s)
☐ Exhibit D - * Special Terms and Conditions	
Exhibit E – Additional Provisions	16 page(s)

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

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

CONTRACTOR

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

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Jeff Griffiths, Chairperson

ADDRESS
163 May Street Bishop CA 93514-2709

STATE OF CALIFORNIA

AGENCY NAME
California Department of Aging

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Glenn Wallace, Manager, Contracts and Business Services Section

ADDRESS
1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

☒
Exempt per: AG OP 80-111

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. AP-1617-16, in accordance with this Agreement.

2. The services shall be performed in Planning and Service Area(s): 16.

3. The services shall be provided as needed.

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

State Agency: California Department of Aging	Contractor County of Inyo
Name: June Ditgen	Name: Jean Turner
Phone (916) 419-7556	Phone: (707) 873-6364
Fax: (916) 928-2510	Fax: (760) 873-5103

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Inyo
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency On Aging
Attention: Don Fingado	Attention: Melissa Best-Baker
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 163 May Street Bishop CA 93514-2709
Phone: (916) 419-7157	Phone: (760) 878-0232
Fax: (916) 928-2500	Fax: (760) 878-0266
Email: don.fingado@aging.ca.gov	Email: mbestbaker@inyocounty.us

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]

2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.

3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:

      (i) Any older individual.

      (ii) The spouse of any older individual.

      (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

      (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

      (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

b. Individuals eligible to receive a home-delivered meal are individuals who are:

(i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation. (These individuals shall be given priority).

(ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

(iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

6. **Grandparent or Older Individual Who is a Relative Caregiver** means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is fifty-five (55) years of age or older, and who:

a. Lives with the child;

b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and

c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.

[OAA § 372(a)(2)(A)-(C)]

7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

8. **Individual with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA § 102(a)(48)]

9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

13. **One-Time-Only Funds** means:

    a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

    b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

    c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are

ARTICLE I. PROGRAM DEFINITIONS (Continued)

victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

15. **Priority Services for Title III E** means services provided to family caregivers who care for individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers who care for children with severe disabilities. [OAA § 372(b)(1)-(2)]

16. **Program Development** means activities that either establish a new service or expand or integrate existing services.

17. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:

    a. Voluntary contributions received from a participant or other party for services received.

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

    c. Royalties received on patents and copyrights from contract-supported activities.

    d. Proceeds from the sale of items purchased under a CDA contract agreement.

18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 *et seq.*]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide

ARTICLE I. PROGRAM DEFINITIONS (Continued)

one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

a. Be open to the public. [45 CFR 1321.53(b)(3)]

b. Not means test. [OAA § 315(b)(3)]

c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]

d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans.
[22 CCR 7135, 22 CCR 7638.7(c)]

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:

a. Information Services

b. Access Assistance

c. Support Services

d. Respite Care

e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities)

1. **Eligible Service Population** means older individuals, sixty (60) years of age or older, who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence.
[OAA §§ 102(a)(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]

The Local Ombudsman Program may serve residents under sixty (60) years of age if:

a. A majority of the residents of the facility where the younger person resides are over age sixty (60) and

b. Such service does not weaken or decrease service to older individuals covered by the OAA.

[Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996]

2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. The Local Ombudsman Program Coordinator is required to be a State Certified Ombudsman

ARTICLE I. PROGRAM DEFINITIONS (Continued)

Representative; complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9701(d), 9719]

3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(D)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, the OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 712(a)(1)(A), 712(a)(3)(C),(F), 712(h)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9710, 9716, 9717]

5. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass State and federal criminal background clearance, complete a minimum of thirty-six (36) hours of training, and complete a mentorship in accordance with policies and procedures established by the State Ombudsman. [OAA §§ 711(5), 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9712.5, 9719]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the Ombudsman, OSLTCO headed by the Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]

7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads the OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in 45 CFR 1327.13 and 1327.19. [OAA §§ 712(a)(2)-(3), 712(a)(5)(D)(ii), 712(e)] [45 CFR 1327.1] Welf. & Inst. Code §§ 9701(f), 9711]

C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 USC 3058i] [OAA § 721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;

2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;

3. Ensuring the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;

4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;

5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

7. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and

8. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.

4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount

ARTICLE II. SCOPE OF WORK (Continued)

of Program Development or Coordination expenditures. Records and documentation shall:

a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.

b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.

5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.

6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to

ARTICLE II. SCOPE OF WORK (Continued)

assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR 200.331]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

    a) Inspection of non-food preparation nutrition sites at least every other year.

    b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

    c) Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.

17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

18. Provide program information and assistance to the public.

19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.

21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).

24. Ensure that meal counts associated with Title III C1, C2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

27. Report a meal only once either as a Title III meal or a Title VI meal.

28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial

ARTICLE II. SCOPE OF WORK (Continued)

relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]

B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1327.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1327.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision.
[OAA § 712(a)(5)(B)(iii)] [45 CFR 1327.19(a)(1)]
[Welf. & Inst. Code §§ 9701(a), 9712.5(a)]

4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [Welf. & Inst. Code § 15630 *et seq.*]

5. Witness advance health care directives and property transfers of more than $100 for residents of skilled nursing facilities.
[HSC 1289] [PC 4675, PC 4700 *et seq.*]

6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract.
[OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

ARTICLE II. SCOPE OF WORK (Continued)

7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1327.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]

8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1327.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)(i)]

9. Support the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1327.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]

10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(vii)] [45 CFR 1327.19(a)(7)]:

    a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]

    b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]

    c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]

    d. Establish (in addition to support) resident, family and friends' councils. [Welf. & Inst. Code § 9726.1(a)(3)]

    e. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]

ARTICLE II. SCOPE OF WORK (Continued)

f. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency.
[Welf. & Inst. Code § 9712.5(a)(2)]

11. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.

12. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing.

13. Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage - http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx
- Per Diem (meals and incidentals) - http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx
- Lodging - http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx

Out of State: http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 *et seq.*]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CRF 75]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or

ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

ARTICLE I. FUNDS (Continued)

ii. Some contracts may be reduced by a greater amount than others, and

iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to $500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CRF 75.305 (8)(ii)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CRF 75.305 (8)(i)(ii)(iii)(iv)]

   a. The Contractor receives less than $120,000 in federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

   d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

2. Fringe Benefits.

3. Contractual Costs – subcontract and consultant cost detail.

4. Indirect Costs.

5. Rent - specify square footage and rate.

6. Supplies.

7. Equipment - detailed descriptions and unit costs.

8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.

9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.

10. Other Costs - a detailed list of other operating expenses.

C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.

D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.

E. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414] [45 CFR 75.414]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

4. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Agreement.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III-B, III-C1, III-C2, III-E, and III-C1 and III-C2 General Fund administration allocations.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.

B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.

C. The final date to submit a budget revision is April 30 of the Contract period unless otherwise specified by CDA.

D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III-B, C1, C2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.

2. The Contractor may make unlimited transfer of funds between budget line items for Title III-B, C1, C2, D, and E programs. However, the Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III-B, C1 and C2 programs in accordance with the budget display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.

   a. Transfer of federal baseline funds is allowable between Titles III-B and III-C in accordance with OAA § 308(b)(5)(A) and between Titles III-C1, and III-C2 in accordance with OAA § 308(b)(4)(A).

   b. Transfer of State funds is allowable between Title III-C1 General Fund and Title III-C2 General Fund.

2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

F. Matching Requirements

1. The required minimum administration matching contributions for Title III-B, III-C, & III-E combined is twenty-five percent (25%).

2. The required minimum program matching contributions for Title III-B and III-C is ten percent (10%).

3. The required minimum program matching contributions for Title III-E is twenty-five percent (25%).

4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

5. Program matching contributions for Title III-B and III-C can be pooled to meet the minimum requirement of ten percent (10%).

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

6. Matching contributions generated in excess of the minimum required are considered overmatch.

7. Program overmatch from Title III-B or III-C cannot be used to meet the program match requirement for III-E.

8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

9. Expend not more than ten percent (10%) of the total Title III-E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).

10. Limit expenditures for Title III-E Supplemental Services to twenty percent (20%) of the total Title III-E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III-B Supportive Services until it has first budgeted and spent the total of its Title III-B, III-C, & III-E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI. of this Exhibit of this Agreement for reconciliation during the closeout period.)

ARTICLE V. PAYMENTS

A. Title III-B, III-C, III-D, III-E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30th of each month as follows, or unless otherwise specified by CDA.

ARTICLE V. PAYMENTS (Continued)

Monthly Fiscal Reporting Due Dates

RFF Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
RFF Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
Expenditure Report Month	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Expenditure Report Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

*The table is a standard request for funds (RFF) and expenditure reporting schedule. If the effective date of this Contract is not July 1, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this Contract period and end with the month preceding the last full month of the Contract.

B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds by the 30th of each month unless otherwise specified by CDA.

C. During the Contract period, CDA shall advance funds based on an analysis of current cash needs.

D. Upon execution of this Agreement, CDA will make monthly payments of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.

E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

ARTICLE VI. CLOSEOUT

A. The Area Plan Financial Closeout Report and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.

C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

D. Closeout reporting documents must be addressed to the CDA Fiscal Team.

E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

State of California
California Department of Aging
CDA 001 (Rev. 11/05)

Award #:
Date:
Amendment #:
Issue Date:

AP-1617-16
7/1/2016

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2016-17 (Federal Funding Years 2016 & 2017)
County of Inyo

12 months (July 1, 2016 - June 30, 2017)

	Project Number	Baseline		Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services									
Federal Title IIIB	3BSL16-16	25,021	(b)	-	-	25,021	-	25,021	-
Federal Title IIIB	3BSL17-16	75,061	(c)	-	-	75,061	-	75,061	-
Total Supportive Services		100,082		-	-	100,082	-	100,082	-
Ombudsman									
Federal Title IIIB	3BOL16-16	3,769	(b)	-	-	3,769	-	3,769	-
Federal Title IIIB	3BOL17-16	11,306	(c)	-	-	11,306	-	11,306	-
Federal Title VIIa	7OFL16-16	4,746	(b)	-		4,746	-	4,746	-
Federal Title VIIa	7OFL17-16	14,238	(c)	-		14,238	-	14,238	-
General Fund IIIB	B1GL	8,942	(a)	-	-	8,942		8,942	-
Public Health L & C Program Fund	LCPF	3,577	(a)	-		3,577		3,577	-
State Health Facilities Citation Penalties Account	SDFL	1,212	(a)			1,212	-	1,212	-
SNF Quality & Accountability	SNFL	16,991	(a)			16,991		16,991	-
Total Ombudsman		64,781		-	-	64,781	-	64,781	-
Congregate Nutrition									
Federal Title IIIC1	3C1L16-16	36,337	(b)	-	-	36,337	-	36,337	-
Federal Title IIIC1	3C1L17-16	109,012	(c)	-	-	109,012	-	109,012	-
General Fund C1	C1GL	59,509	(a)	-	-	59,509		59,509	-
NSIP C1	NC1L16-16	4,089	(b)	-	-	4,089	-	4,089	-
NSIP C1	NC1L17-16	12,268	(c)	-	-	12,268	-	12,268	-
Total Congregate Nutrition		221,215		-	-	221,215	-	221,215	-
Home-Delivered Meals									
Federal Title IIIC2	3C2L16-16	18,580	(b)	-	-	18,580	-	18,580	-
Federal Title IIIC2	3C2L17-16	55,740	(c)	-	-	55,740	-	55,740	-
General Fund C2	C2GL	193,809	(a)	-	-	193,809		193,809	-
NSIP C2	NC2L16-16	10,304	(b)	-	-	10,304	-	10,304	-
NSIP C2	NC2L17-16	30,913	(c)	-	-	30,913	-	30,913	-
Total Home Delivered Meals		309,346		-	-	309,346	-	309,346	-
Disease Prevention									
Federal Title IIID	3DFL16-16	641	(b)	-		641	-	641	-
Federal Title IIID	3DFL17-16	1,922	(c)	-		1,922	-	1,922	-
Total Disease Prevention		2,563		-	-	2,563	-	2,563	-
Family Caregiver									
Federal Title IIIE	3EFL16-16	4,528	(b)	-	-	4,528	-	4,528	-
Federal Title IIIE	3EFL17-16	13,584	(c)	-	-	13,584	-	13,584	-
Total Title IIIE		18,112		-	-	18,112	-	18,112	-
Elder Abuse									
Federal Title VII	7EFL16-16	163	(b)	-		163	-	163	-
Federal Title VII	7EFL17-16	487	(c)	-		487	-	487	-
Total Elder Abuse		650		-	-	650	-	650	-

State of California
California Department of Aging
CDA 001 (Rev. 11/05)

Award #: AP-1617-16
Date: 7/1/2016
Amendment #:
Issue Date:

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2016-17 (Federal Funding Years 2016 & 2017)
County of Inyo

12 months (July 1, 2016 - June 30, 2017)

	Project Number	Baseline		Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Administration									
Federal Title IIIB	3BAL16-16	4,531	(b)	-	-	4,531	-	4,531	-
Federal Title IIIB	3BAL17-16	13,592	(c)	-	-	13,592	-	13,592	-
Federal Title IIIC1	C1AL16-16	5,886	(b)	-	-	5,886	-	5,886	-
Federal Title IIIC1	C1AL17-16	17,656	(c)	-	-	17,656	-	17,656	-
Federal Title IIIC2	C2AL16-16	3,009	(b)	-	-	3,009	-	3,009	-
Federal Title IIIC2	C2AL17-16	9,028	(c)	-	-	9,028	-	9,028	-
Federal Title IIIE	3EAL16-16	1,976	(b)	-	-	1,976	-	1,976	-
Federal Title IIIE	3EAL17-16	5,929	(c)	-	-	5,929	-	5,929	-
General Fund C1	1GAL	108	(a)	-	-	108		108	-
General Fund C2	2GAL	29	(a)	-	-	29		29	-
Total Administration		61,744		-	-	61,744	-	61,744	-
Funding Summary									
Federal Funds		494,316		-	-	494,316	-	494,316	-
General Fund		262,397		-	-	262,397	-	262,397	-
Public Health L & C Program Fund		3,577		-	-	3,577	-	3,577	-
SNF Quality & Accountability		16,991		-		16,991	-	16,991	-
State Health Facilities Citation Penalties Account		1,212		-		1,212	-	1,212	-
Grand Total - All Funds		778,493		-	-	778,493	-	778,493	-

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,938

The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,469

The minimum General Fund to be expended for State Match in Title III is: 18,960

CFDA NUMBER	Year	Award #	Award Name
93.041	2016	16AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2017	17AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2016	16AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2017	17AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2016	16AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2017	17AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2016	16AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2017	17AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2016	16AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2017	17AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2016	16AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2017	17AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/17 and final expenditures reported in closeout by 7/31/17.

(b) Funds must be obligated by 9/30/16 and final expenditures reported in closeout by 7/31/17. The baseline request to be transferred for the project (7/1/16- 9-30/16) is due 5/1/16. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/17 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/16 -6/30/17) is due 5/1/17.

Special Terms and Conditions - Exhibit D
AP 16-17 Contract

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget as identified in Exhibit B, *and if applicable, a Work Plan or Budget Narrative*, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.

2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.

6. "Cal. Gov. Code" means California Government Code.

7. "OMB" means the federal Office of Management and Budget.

8. "PCC" means the Public Contract Code.

9. "Reimbursable item" also means "allowable cost" and "compensable item."

10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

11. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

13. "USC" means United States Code.

14. "Welf. & Inst. Code" means Welfare and Institutions Code.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.

2. The Older American Act Amendments of 2006 (OAA) as amended and other applicable federal statutes and their implementing regulations.

3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement.
http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf

6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

ARTICLE II. ASSURANCES (Continued)

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 to 11139.5, and 22 CCR 98000 *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323 Chapter 182, Statutes of 2006]

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 *et seq.*]

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State

ARTICLE II. ASSURANCES (Continued)

determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

ARTICLE II. ASSURANCES (Continued)

a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 276c] [29 CFR 3]

b. Davis-Bacon Act. [40 USC 276a to 276a-7] [29 CFR 5]

c. Contract Work Hours and Safety Standards Act. [40 USC 327 to 333] [29 CFR 5, 6, 7, 8]

d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Clean Water Act, as amended. [33 USC 1251]

3. Federal Water Pollution Control Act, as amended. [33 USC 1251, *et seq.*]

4. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]

5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

ARTICLE II. ASSURANCES (Continued)

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.

3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.

ARTICLE II. ASSURANCES (Continued)

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement.

2. The Contractor must keep the DUNS number and related updates on the website at http://fedgov.dnb.com/webform.

3. The Contractor shall review all DUNS information to ensure it is up-to-date and the DUNS number status is "active."

4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

ARTICLE II. ASSURANCES (Continued)

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

ARTICLE II. ASSURANCES (Continued)

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX. of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

ARTICLE V. SUBCONTRACTS (Continued)

F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI. of this Exhibit.

G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:

1. The Request for Proposal or Invitation for Bid.

2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

L. The Contractor shall refer to 2 CFR 200, Subpart F - Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements in making a determination if a subcontractor relationship

ARTICLE V. SUBCONTRACTS (Continued)

exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable regulation.

M. The Contractor shall utilize procurement procedures as follows:

1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.

ARTICLE VI. RECORDS (Continued)

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year.

2. Has a unit acquisition cost of at least $500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Is used to conduct business under this Agreement.

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered

ARTICLE VII. PROPERTY (Continued)

include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

The Contractor shall record the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number or other tag identifying it as CDA property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all items with a unit cost of $500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for

ARTICLE VII. PROPERTY (Continued)

disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

ARTICLE VII. PROPERTY (Continued)

N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants and, *when applicable,* inspection of food preparation sites.

B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its major programs.

D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDITS

A. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that subcontractors expending $750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 - 75.521 as summarized in Section D and E of this Article.

ARTICLE X. AUDITS (Continued)

2. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.

3. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331] [45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles and 45 CFR Part 75, Subpart E – Cost Principles.

   [2 CFR 200.302] [45 CFR 75.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

ARTICLE X. AUDITS (Continued)

6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512] [45 CFR 75.512]

2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509] [45 CFR 75.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514] [45 CFR 75.514]

4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515] [45 CFR 75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR 200, Subpart F Audit Requirements and 45 CFR Part 75, Subpart F – Audit Requirements.

F. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

ARTICLE X. AUDITS (Continued)

H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR 75.425]

I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

ARTICLE XI. INSURANCE (Continued)

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   a. $750,000 if seating capacity is under 8

   b. $1,500,000 if seating capacity is 8 – 15

   c. $5,000,000 if seating capacity is over 15

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

ARTICLE XI. INSURANCE (Continued)

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the

ARTICLE XII. TERMINATION (Continued)

terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate performance of work under this Agreement, in whole or in part, for cause. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension. [Article II J]

11. The Contractor's organizational structure has materially changed.

ARTICLE XII. TERMINATION (Continued)

12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

ARTICLE XII. TERMINATION (Continued)

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail,

ARTICLE XVI. NOTICES (Continued)

postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.

C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from CDA's Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, § 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06 12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

1. Information collected and/or accessed in the administration of the State programs and services.

2. Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. The Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor and it subcontractors shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of the Contract/Agreement or within thirty (30) days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for completion.

2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report (CDA 1025) form must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the Contractor or subcontractors to any data subject whose personal information could have been breached.

2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.

3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES
[Cal. Gov. Code 11135-11139.5] [22 CCR § 98211, 98310-98314, 98324-98326, 98340, 98370]

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group-needs assessment shall take into account the following four (4) factors:

   a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to the Contractor.

   This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 *et seq.*; 22 CCR 98000 to 98382.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

   a. Methodologies used.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES
[Cal. Gov. Code 11135-11139.5] [22 CCR § 98211, 98310-98314, 98324-98326, 98340, 98370] (Continued)

b. The linguistic and cultural needs of non-English speaking or LEP groups.

c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

a. Interpreters or bilingual providers and provider staff.

b. Contracts with interpreter services.

c. Use of telephone interpreter lines.

d. Sharing of language assistance materials and services with other providers.

e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 98211]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES
[Cal. Gov. Code 11135-11139.5] [22 CCR § 98211, 98310-98314, 98324- 98326, 98340, 98370] (Continued)

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 *et seq.* [22 CCR 98326]

3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 98310, 98340]

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.

3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

   a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed $30,000.

   b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

   c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).

10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.

11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.

12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "grandparent caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.

13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers,

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

the California Caregiver Resource Centers and other Title III funded providers.

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
93.042	Special Programs for the Aging-Title VII, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title VII-A).
93.043	Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III-D).
93.044	Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B).
93.045	Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C).
93.052	National Family Caregiver Support Program-Title III, Part E.
93.053	Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

    a. The Contractor or any subcontractors for any Title III or Title VII A services shall not use means tests.

    b. Any Title III or Title VII A client that does not contribute toward the cost of the services received shall not be denied services.

    c. Methods used to solicit voluntary contributions for Title III and Title VII A services shall be non-coercive.

    d. Each service provider will:

        (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

        (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

        (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

        (iv) Establish appropriate procedures to safeguard and account for all contributions.

17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

and State governments, and any other institutions that have responsibility for disaster relief service delivery.

19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.

20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.

21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:

    a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

    b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.

    c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.

22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

25. The Contractor shall assure that the following publication conditions are met:

    Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

b. give the name of the entity, the address, and telephone number at which the supporting data is available and

c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. The Local Ombudsman Program, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate family shall be free of actual and perceived conflicts of interest. [45 CFR 1327.21]

2. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]

3. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1327.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]

4. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1327.13(c)(3)] [Welf. & Inst. Code § 9719(a)]

6. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1327.11(e)(3); 1327.19(b)(6-9)] [Welf. & Inst. Code § 9725]

7. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1327.13(h)(10] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]

8. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1327.13(f)]

9. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:

   a. All local staff that are wholly or partly funded by Ombudsman Program resources.

   b. Their titles/roles within the Program.

   c. The number of hours per week charged to the Local Ombudsman Program for each position.

10. The Coordinator shall inform CDA of any staffing changes. [45 CFR 1327.13(b)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

11. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.

12. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 705(a)(6)(C)] [45 CFR 1327.19(b)(2)(i)] [Welf. & Inst. Code §§ 9725; 15633(c)]

13. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)] [45 CFR 1327.13(d)] [Welf. & Inst. Code § 9716(a)]

14. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV. of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII Elder Abuse Prevention Programs in accordance with CDA requirements. [Welf. & Inst. Code § 9102 (a)(5]

B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at https://ca.getcare.com.

2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.

3. Submit performance data reports quarterly.

4. Submit NAPIS SPR reports annually.

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

ARTICLE II. REPORTING PROVISIONS (Continued)

a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.

b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.

2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31) with copies of the aggregate data sent to the corresponding AAA.

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

F. The Contractor shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the Contractor and Subcontractor.

2. Ensuring accuracy of all data from the Contractor and Subcontractor.

3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.

4. Procedures for the Contractor and Subcontractor on correcting data errors.

ARTICLE II. REPORTING PROVISIONS (Continued)

5. A methodology for calculating and reporting:

   a. Total estimated unduplicated clients in each non-registered service.

   b. Total estimated unduplicated clients in all non-registered services.

   c. Total estimated unduplicated clients across all registered and non-registered services.

6. A performance data monitoring process.

G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

H. Reporting Provisions Specific to Title VII A, Chapter 3 Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO Program mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

ARTICLE III. APPEAL PROCESS (Continued)

Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.

C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.

D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]

8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.

ARTICLE IV. TRANSITION PLAN (Continued)

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify CDA in writing, within one (1) working day of the receipt of the notice.

2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.

b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to CDA within fifteen (15) days from the occurrence of any of the following:

a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.

b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.

d. The Transition Plan shall be submitted to:

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman

2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:

a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.

3. The Transition Plan shall, at a minimum, include the following:

a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.

b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.

d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.

e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.

C. The Contractor shall implement the Transition Plan as approved by the CDA. The CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

STATE OF CALIFORNIA
DEPARTMENT OF AGING

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: County of Inyo	CONTRACT NUMBER: AP-1617-16
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING: Jeff Griffiths, Chairperson

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- all access codes which allow access to confidential information will be properly safeguarded.
- activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.
- any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.
- any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.
- all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include but not limited to:

  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.

- I agree to protect confidential information by:

  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization.

For Clerk's Use Only:
AGENDA NUMBER

18

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: UC Davis Training Contract

DEPARTMENTAL RECOMMENDATION:
Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed $106,650 for the period of July 1, 2016 through June 30, 2017, contingent upon the Board's adoption of a FY 2016/17 budget; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains the evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide 27 days of on-site training throughout the fiscal year, including some time to assist in the development of an Area Resource Center between HHS and Probation. We coordinate and mutually share training, when feasible, also with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

ALTERNATIVES:
The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

OTHER AGENCY INVOLVEMENT:
We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works, Child Support, Auditor's Office).

FINANCING:
State and Federal funding and Social Services Realignment. UC Davis pays the 10% match, and the other 90% of the cost goes through the Social Services claiming process which draws down State and Federal funds. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: Yes Date: 04/27/2016
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: 5/3/2016
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 5-4-16

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95618-4852

Agreement #EW-2016-11

Training Services Agreement

This Agreement is made this _____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.

   a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
   b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term. The term of this agreement shall be from July 1, 2016 through June 30, 2017. All courses must be completed by June 30, 2017.

3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.

4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

b. Auto Liability including non-owned automobiles, with a minimums as follows:

1)	Bodily injury		
	a)	Per person	$1,000,000
	b)	Per accident	$1,000,000
2)	Property damage		$1,000,000

c. Workers Compensation insurance in accordance with California state law.

d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:	User:
Financial Services UC Davis Extension 1333 Research Park Drive Davis, CA 95618	Inyo County Department of Health and Human Services 163 May Street Bishop, CA 93514
Additional University:	Additional County:
Center for Human Services UC Davis Extension 1632 DaVinci Ct Davis, CA 95618	(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer of employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.

16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.

19. Governing law. The laws of the State of California shall govern this agreement.

20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By _____
Name Paul M. McNeil
Title UC Davis Extension

Date _____

INYO COUNTY

By _____
Name
Title

Date _____

FEIN: 94-6036494

EXHIBIT A

TRAINING PROGRAM

1. 27.0 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Total cost of training under this agreement is	$ 106,650.00
University's in-kind contribution	$ 10,665.00
User's share of cost	$ 95,985.00

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time ☐ Closed Session ☐ Informational

FROM: Planning Department, Yucca Mountain Repository Assessment Office

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Yucca Mountain Oversight Amendment; Amendment No. Two (Attached) to the contract between the County of Inyo and Andy Zdon & Associates (Attached).

DEPARTMENTAL RECOMMENDATION:

Request the Board approve Amendment No. Two to the contract between County of Inyo and Andy Zdon & Associates (Zdon) to amend Section 1, Attachment (A), to include #5: Contractor shall assist County in reviewing the Final supplemental environmental impact statement prepared by the U.S. Nuclear Regulatory Commission that addresses the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, to evaluate the adequacy of NRC staff's responses to the County's comments on the draft version. Contractor shall provide a written summary of this evaluation to the County.

SUMMARY DISCUSSION: On August 13, 2013, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision granting a writ of mandamus directing the Nuclear Regulatory Commission (NRC) to resume the previously discontinued licensing process for the Department of Energy (DOE) Yucca Mountain high-level radioactive waste repository construction authorization application. On November 18, 2013 a NRC order directed the staff to use the remaining available appropriated funds, to complete and issue the Safety Evaluation Report (SER) evaluating the adequacy of DOE's construction authorization application. The November 18th order also requested the DOE complete a SEIS on its application to address concerns about the groundwater impacts of the proposed repository. Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. Andy Zdon and Associates Inc. under contract with the County provided comments on the Draft SEIS in November 2015.

On May 19, 2015 the Board entered into a contract with Andy Zdon and Associates Inc. to review reports and other information relevant to the Draft SEIS and review the Draft SEIS to provide assistance to the County in preparing comments on the draft SEIS. Mr. Zdon is a former employee of the Inyo County Water Department and is very familiar with the hydrology in the vicinity of Yucca Mountain, as well as, with the groundwater models used by the DOE and NRC in developing the SEIS.

On August 21, 2015 the NRC released the SEIS for public review and comment. Andy Zdon and Associates Inc. reviewed the document and provided comments that were incorporated in a letter sent by the County to the NRC on November 17, 2015. The NRC made the Final SEIS available for review on May 5, 2016. Since the County is an AULG and has standing contentions, this amendment request to allow Andy Zdon and Associates Inc. to review and evaluate the NRC's responses to the County's comments in the Final SEIS is in the County's best interest. The County's Yucca Mountain oversight activities are funded by money the County receives from the DOE. Andy Zdon and Associates Inc. has sufficient funds left in its contract to conduct this review of the Final SEIS.

ALTERNATIVES: The Board could not approve the amendment. This is not recommended as Andy Zdon and Associates Inc. expertise and history in providing the comments on the Draft SEIS are valuable assets for the County to utilize in reviewing the adequacy of the NRC's responses to those comments.

OTHER AGENCY INVOLVEMENT: The Department of Energy; the Nuclear Regulatory Commission

FINANCING: Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy. 620605-5265

APPROVALS	
COUNTY COUNSEL: yes	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.)* 5/9/16
AUDITOR/ CONTROLLER: yes	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* 5/10/2016
BUDGET OFFICER:	BUDGET RELATED ITEMS Approved: J Date 5/11/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 5-13-16

Attachments

- Proposed Contract Amendment #2 - Andy Zdon and Associates Inc.
- Amendment #1
- Contract

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND ANDY ZDON AND ASSOCIATES, INC FOR THE PROVISION OF HYDROLOGICAL CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Andy Zdon and Associates, Inc (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrological consulting services dated May 19, 2015 on County of Inyo Standard Contract No. 156 for the term from June 1, 2015 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 1 Scope of Work, Attachment (A) to include: #5 Contractor shall assist County in reviewing the Final supplemental environmental impact statement prepared by the U.S. Nuclear Regulatory Commission that addresses the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources to evaluate the adequacy of NRC staff's responses to the County's comments on the draft version. Contractor shall provide a written summary of this evaluation to the County.

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND ANDY ZDON AND ASSOCIATES, INC FOR THE PROVISION OF HYDROLOGICAL CONSULTING SERVICES

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

COUNTY

By:_____

Dated:_____

CONTRACTOR

By: Andy Zdon
Andy Zdon + Associates, Inc.

Dated: 5/9/2016

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND ANDY ZDON AND ASSOCIATES, INC FOR THE PROVISION OF HYDROLOGICAL CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Andy Zdon and Associates, Inc (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrological consulting services dated May 19, 2015 on County of Inyo Standard Contract No. 156 for the term from June 1, 2015 to June 30, 2016.

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

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to $75,000.

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND
ANDY ZDON AND ASSOCIATES, INC
FOR THE PROVISION OF HYDROLOGICAL CONSULTING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 20 DAY OF October, 2015.

COUNTY

By: _____

Dated: 10-20-15

CONTRACTOR

By: _____

Dated: 10/7/2015

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon & Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Andy Zdon & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Inyo County Planning Department Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment **E**, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from June 1, 2015 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Planning Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **C**, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $60,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or

are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

For design professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of design professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, Indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
Inyo County Planning Department — Department
PO Drawer L — Address
Independence, CA 93526 — City and State

Consultant:
Andy Zdon & Associates, Inc. — Name
2121 N. California Blvd. Suite 29 — Address
Walnut Creek, California 94596 — City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon & Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 19 DAY OF May, 2015.

COUNTY OF INYO

By: _____

Dated: 5-19-15

CONSULTANT

By: _____
Signature

Andrew Zdon
Print or Type Name

Dated: 5-4-15

President, Andy Zdon & Associates, Inc.

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon & Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: June 1, 2015 TO: June 30, 2016

SCOPE OF WORK:

1. Contractor shall assist County in reviewing and commenting on the draft supplemental environmental impact statement being prepared by the U.S. Nuclear Regulatory Commission that addresses the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources. This work shall include, but not be limited to, review of the groundwater related sections of the original environmental impact assessment that addressed Yucca Mountain, the groundwater related provisions of the Safety Analysis Report published by the Nuclear Regulatory Commission, the Analysis of Postclosure Groundwater Impacts report prepared by the Department of Energy and the draft supplemental environmental impact statement prepared by the Nuclear Regulatory Commission and related reports. Following review of these documents, Contractor will assist County in drafting comments on the draft supplemental environmental impact statement prepared by the Nuclear Regulatory Commission. The work may also include running the Death Valley Regional Groundwater model to assess the impacts of groundwater pumping on the proposed Yucca Mountain Repository.

2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the County Counsel.

3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Andy Zdon & Associates, Inc.

FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: June 1, 2015 TO: June 30, 2016

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Sixty Dollars ($160.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
b. Except as provided in Attachment C, Contractor will be paid for travel time at the rate of Fifty Dollars ($50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

Types of Expenses	Cost:
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon & Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: June 1, 2015 **TO:** June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.

B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

C. Contractor shall not be compensated for travel time or travel expenses for travel by Contractor from Contractor's office in Walnut Creek, California to Bishop, California.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon & Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: June 1, 2015 **TO:** June 15, 2016

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

   (Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 38 04 13).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon & Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: June 1, 2015 **TO:** June 30, 2016

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits,* of the contract is amended to read;

   "Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."

2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment,* of the contract.

4. **Termination or Abandonment**. The provisions of Section 15, *Default,* will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled **"County Property"** Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.

5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

   Any subcontract entered into as a result of this contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon & Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: June 1, 2015 **TO:** June 30, 2016

FEDERAL FUNDS ADDENDUM

6. **Contractor's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The contractor shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,

8. **Safety**. The consultant shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

   Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

   Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

ANDY ZDON & ASSOCIATES, INC.

ANDREW ZDON, P.G., C.HG. C.E.G.
President, Principal Hydrogeologist

SUMMARY

Mr. Zdon has more than 27 years of experience in a variety of hydrogeology-related projects. He is a California Professional Geologist, Certified Hydrogeologist and Certified Engineering Geologist. Mr. Zdon is a recognized subject matter expert in the area of numerical groundwater flow modeling and has been an instructor at California State University, Los Angeles in Groundwater Models and Management. Mr. Zdon was also appointed in 2013 by the Inyo County Superior Court as Watermaster for a surface water system in the Owens Valley. His specialties include basin analyses and relationships with spring systems, numerical groundwater modeling including, flow, groundwater/surface water interactions including spring flow, contaminant transport and dual-phase flow in both basin fill and fractured rock environments. Investigations in these areas can be in support of CEQA/NEPA analyses, water resource development evaluations, or providing third party review. He has served as an expert witness on a number of cases and has provided both depositions and court testimony. Mr. Zdon was appointed to serve on the first Technical Advisory Committee for the newly combined California Board for Engineers, Land Surveyors and Geologists. He also received Certificates of Commendation and Appreciation for his volunteer service as a Subject Matter Expert for the former California Board for Geologists and Geophysicists.

REGISTRATIONS / CERTIFICATIONS

State of California, Professional Geologist (No. 6006)
State of California, Certified Engineering Geologist (No. 1974)
State of California, Certified Hydrogeologist (No. 348)
State of Arizona, Registered Geologist (No. 33683)

EDUCATION

B.S., Geology, Northern Arizona University, 1984

REPRESENTATIVE PROJECTS

Hydrogeologic Evaluation, Amargosa River Basin, California and Nevada

Principal in Charge and principal investigator for a multi-year and ongoing basin-wide investigation of the resources of the Amargosa River basin including the Amargosa Wild & Scenic River, and the spring flow that supports the river. Investigations have ranged from baseline data collection efforts to wide-ranging geochemical investigations (including isotope studies inclusive of stable and non-stable isotopic work as well as noble gas analysis) of groundwater issuing from springs, from the surface flow of the Amargosa River, and from groundwater in existing wells. Being a spring-fed river, the investigations along the Amargosa River highlight the interactions between surface water and groundwater. The work has been instrumental in a new conceptual model of the groundwater/surface water system, inclusive of the character of river flow itself.

Hydrogeology Expert, Orange County Groundwater Basin, California
Served as an expert witness regarding hydrogeologic conditions associated with the shallow, principal and deep aquifers of the Orange County Groundwater Basin. Focus was on groundwater flow, Irvine Ranch Water District well field-caused hydraulic gradient changes, and the potential for shallow contamination to reach the principal and deep aquifers. This work was in response to a major litigation (>$100M) between the Orange County Water District and more than 40 potentially responsible parties.

Water Resource Assessments, Mono County, California
Served as consultant to Mono County conducting groundwater availability assessments for several Mono County communities including: Antelope Valley (West Walker River); Mono City and Lee Vining (Mono Basin), Crowley and the Tri-Valley areas (Owens River). Work included conducting field reconnaissance activities, developing groundwater recharge estimates, evaluating local groundwater budgets, identifying potential future impacts due to regional growth, water quality issues, etc. He has also provided hydrogeologic support to the County of Mono with respect to reviewing and evaluating groundwater modeling conducted to evaluate potential impacts caused by expansion of a geothermal plant in Mono County.

Numerical Flow Modeling, Owens Valley, Inyo County, California
Hydrogeologic consultant for the Owens Valley Indian Water Commission through the development of hydrogeologic data gathering, development of conceptual models for the Lone Pine Reservation, Big Pine Reservation and Bishop Reservation areas of the Owens Valley, and development of numerical groundwater models for each of these areas. This U.S. Geological Survey – peer reviewed modeling effort provided strong water management tools for the tribal community of the Owens Valley.

Watershed Assessment, Flow Modeling and Impact Analysis for Increased Pumping, Sierra Nevada, Mono County, California
Consultant to Mammoth Mountain Ski Area in a joint project with the Mammoth Community Water District regarding water resources issues associated with a proposed land transfer with the Inyo National Forest, and the potential development of a water supply in an eastern Sierra watershed. Work involved developing conceptual model and associated preliminary numerical groundwater flow model of an eastern Sierra watershed, conducting field investigations, and finalizing the numerical groundwater flow model through updating parameters and boundary conditions based on data obtained from the field investigations and performing a transient calibration. The final numerical model was used to evaluate potential groundwater impacts of the proposed project.

PROFESSIONAL ORGANIZATIONS

National Groundwater Association (NGWA)
Groundwater Resources Association of California (GRAC)

Nevada Water Resources Association (NWRA)
Society for Mining, Metallurgy and Exploration (SME)

PUBLICATIONS / PRESENTATIONS

Zdon, A., M.L. Davisson, A.H. Love (2015) "Testing the Established Hydrogeologic Conceptual Model of Source Water to the Amargosa River." *To be published in the Journal of Environmental Forensics in 2015.*

Love, A.H., **A. Zdon** (2015) "Assessing Limited Water Resources - Water Resources Forensics." 25th Annual International Conference on Soil, Water, Energy, & Air, San Diego, CA. *Oral Presentation presented March 24, 2015.*

Zdon, A., A.H. Love (2015) "Legal and Regulatory Considerations for Land/Water Conservation Science." California Council of Land Trusts Land Conservation Conference, Sacramento, CA. *Oral Presentation presented March 6, 2015.*

Zdon, A. (2015). "Southern California Water: Issues Facing the Conservation Community." California Council of Land Trusts Land Conservation Conference, Sacramento, CA. *Oral Presentation presented March 5,2015.*

Zdon, A., W. Belcher, D. Sweetkind, M. Poff, C. Hopkins (2015) "Hydrologic Characterization: A Crucial Component for Protecting Wildlife Habitat along the Amargosa Wild & Scenic River." Abstract and Oral Presentation, 2015. Amargosa Vole Working Group Meeting, Western Section of the Wildlife Society, Santa Rosa, CA. January 27. *Joint paper with U.S. Geological Survey.*

Zdon, A. (2014) "Baseline Hydrologic Characterization of Springs in the California Desert: A Critical Component for Water Resource Management." Abstract and Oral Presentation, Devil's Hole Conference, Death Valley National Park. Presented April 30, 2014.

Zdon, A. (2014) "Understanding Your Water Resources." Workshop, California Council of Land Trusts Land Conservation Conference, Sacramento, California. March 5.

Zdon, A. (2013) "In the Footsteps of Early Researchers: Evolving Hydrologic Understanding in the California Desert." The 2013 National Ground Water Association Summit: The National and International Conference on Groundwater, San Antonio, Texas. June 1, 2013. Oral Presentation with Abstract.

Love, A.H., **Zdon A.**, Philipp, J.R. (2013) "Testing the Established Regional Hydrologic Conceptual Model in the Amargosa River Basin, California and Nevada." The 2013 National Ground Water Association Summit: The National and International Conference on Groundwater, San Antonio, Texas. June 1, 2013. Oral Presentation with Abstract.

Zdon, A. (2013) "Water: The Missing Element in Land Conservation." The 2013 California Land Conservation Conference, California Council of Land Trusts, Sacramento, California. March 19, 2013. Concurrent Session leader and presenter.

Zdon, A. (2013) "Baseline Hydrologic Investigation and Monitoring, Amargosa River Wild and Scenic River System, California and Nevada." The 2013 California Land Conservation Conference, California Council of Land Trusts, Sacramento, California. March 19, 2013. Oral presentation.

Traylor, R.L., **Zdon, A.**, Zawadki, A. (2001) "Identification of Areas for Potential Recharge Projects, New Well Siting Areas and Basin Source Water Assessment." *Proceedings of the XXXI International Association of Hydrogeologists Congress Munich, Germany, 10-14 September 2001: New Approaches Characterizing Groundwater Flow. Pages 657-661.*

Brothers, K., Tracy, J., Kaufmann, R. F., Stock, M., Bentley, C., **Zdon, A.**, and Kepper, J. (1992) "Hydrology and Interactive Computer Modeling of Ground and Surface Water in the Lower Virgin River Valley, primarily in Clark County, Nevada." Las Vegas Valley Water District, Cooperative Water Project, Series Report No. 1, 90 p.

Brothers, K., Buqo, T. S., Tracy, J., Kaufmann, R. F., Stock, M., Bentley, C., **Zdon, A.**, and Kepper, J., 1993, Hydrology and steady state ground-water model of Cave Valley, Lincoln and White Pine Counties, Nevada: Las Vegas Valley Water District, Cooperative Water Project, Series Report No. 11, 48

Zdon, A., ed. (1991) "Geology of the Las Vegas Region." *American Association of Professional Geologists, Nevada Section, 1991 Field Trip Guidebook.* Las Vegas, Nevada.

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
20

FROM: Road Department

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Agreement for 2015/2016 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Funds

DEPARTMENTAL RECOMMENDATIONS:

A. Approve the 2015/2016 Federal Apportionment Exchange Program and State Match Program Agreement, Agreement No. X16-5948(089), with the California Department of Transportation in the amount of $673,353 plus a State match of $100,000 for a total not to exceed $773,353; and
B. Authorize the Chairperson of the Board of Supervisors to sign the Agreement.

CAO RECOMMENDATIONS: N/A

SUMMARY DISCUSSION:
Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) funds provided under the "Moving Ahead for Progress in the 21st Century" (MAP-21) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State Matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County streets and roads.

In order to streamline the exchange of funds, Caltrans now offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will budget the FY 2015/2016 funds for expenditure during FY 2016/2017.

ALTERNATIVES:
The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a primary source of funding for the Road Department and they are essential to continue with necessary road work and maintenance.

OTHER AGENCY INVOLVEMENT:
Caltrans will process the Agreement and make payment of the funds.
County Counsel and the Auditor's Office have reviewed the agreement.

FINANCING:
These funds are budgeted in the FY 2016/2017 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 5/10/16
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 5/18/2016
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: 5/17/16

STATE OF CALIFORNIA - CALIFORNIA STATE TRANSPORTATION AGENCY EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

File : 09-INY-0-CR
X16-5948(089)
2015/2016 Exchange and State Match Program

May 2, 2016

Mr. Clint Quilter
Director of Public Works
Inyo County
P.O. Drawer Q
Independence, CA 93526

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2015/2016

Dear Mr. Quilter:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2015/2016.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2016. The exchanged amount is based on your FFY 2015 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact La Sharon Allen of HQ Local Assistance at (916) 653-6750 no later than June 16, 2016.

*Sign both copies of this agreement and return them to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001. When we receive your signed agreements, they will be executed and one original will be returned to your agency.

*Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact La Sharon Allen at (916) 653-6750 if you have any questions.

JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures
c: OLP AE Project Files
(09) DLAE - Forest Becket

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO
District County

Agreement No. X16-5948(089)
AMS Adv ID:0916000033

THIS AGREEMENT is made on _____, by the COUNTY of INYO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

$673,353.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2015/2016.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

RonjaneJanelchyer | Accounting Officer | Date 4/6/2016 | $ 773,353.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2015/2016.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed $773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

Office of Project Implementation
Division of Local Assistance
Date:

COUNTY OF INYO

Chair, Board of Supervisors
Date:

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION

R/W Utilities (4E1/4SBVE1)

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 4/26/2016	PROJECT NUMBER: 0916000033
	REQUISITION NUMBER / CONTRACT NUMBER: RQS 091600000095	

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

COUNTY OF INYO

$ 773,353.00

PROCUREMENT TYPE:

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
10	2015	2660-102-0042	15-16	2030010840	2240/0400	$ 673,353.00
10	2015	2660-102-0042	15-16	2030010830	2170/0000	$ 100,000.00

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

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

21

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Agreement with City of Los Angeles Department of Water and Power (LADWP) regarding the start point of four combined-use routes in the Bishop area.

DEPARTMENTAL RECOMMENDATIONS:

Request Board authorize the County Administrative Officer to sign an agreement (a Letter of Permission) regarding four combined-use routes that start at Brown's Town and Pleasant Valley Campground.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

On July 14, 2015, the Board of Supervisors, in partnership with the project proponents held a ribbon cutting ceremony opening Independence Route No. 1. Road Department staff installed the required signage to open combined-use routes Lone Pine No. 1 and Bishop No. 15 were opened a few weeks afterward.

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

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

County staff (County Counsel, Risk Manager, Planning Dept. & Public Works Dept.) met with LADWP staff on several occasions since the January 22, 2015 approval. The first Letter of Permission from LADWP was rejected by the County for overly broad language potentially applying to all LADWP land in the County. After renewed meetings this year, both parties reached a conceptual agreement. Since then, LADWP has forwarded a Letter of Permission to the County dated May 12, 2016 (attached) that reflects the agreement. The agreement relies on the mitigation incorporated by the County in the approval of the combined-use routes, requires the County to submit monitoring reports to LADWP, and adds a new Photo Point mitigation measure. The Letter of Permission includes as attachments:

1. Exhibit A – a map showing Bishop area combined-use routes
2. Exhibit B – the Inyo County Assembly Bill 628 Implementing Procedures
3. Exhibit C – Photo Point Monitoring Plan

The Photo Point Monitoring Plan includes photographs in eight locations of LADWP land that is adjacent to or relatively near to Bishop area combined-use routes Nos. 5, 6, 7, & 9. The initial photographs were taken by LADWP staff in March, 2016. County staff visited the photo points in April. Staff notes on the photo points are included as an attachment. The May 12th Exhibit C required the County to retake these photographs in May and December 2016. At the time of this report, staff in consulting with LADWP to see if the May date should be deleted or altered. The permission letter expires on January 1, 2017. The photography monitoring takes less than a day by itself and will not significantly increase the staff time that is already being completed as part of the bi-annual monitoring of the combined-use routes. The County will be required to submit the results of its monitoring of the combined-use routes to LADWP.

Road Department staff has indicated that, if approved, that they will install the required signage sometime in July. The combined-use legislation sunsets on January 1, 2017 unless the State enacts or extends the term of the legislation. At this point in time, there is a Senate Bill (SB) 1345 being brought forward that proposes to extend the legislation three years.

ALTERNATIVES:

1. Provide direction to staff to renegotiate specific aspects of the Letter of Permission. Note that there is a limited amount of time before January 1, 2017 to open the approved combined-use routes.
2. Provide direction to staff to not open the combined-use routes until after January 1, 2017. The County will know for sure whether or not the enabling legislation has been continued.

OTHER AGENCY INVOLVEMENT:

1. LADWP (approval of combined-use start and/or end points on LADWP land)

FINANCING:

State Parks Grant The County has completed Phases I & II of the California Department of State Parks Off Highway Motor Vehicle Recreation Division (OHMVR). Phase I was for the review under the California Environmental Quality Act of the proposed combined-use routes and Phase II was for the Road Department vehicles to maintain the designated combined-use routes.

Signage Grant The deadline for the signage grant has expired. The signage for the combined-use routes has already been purchased. Road Department staff time to install the signage will not be reimbursed through the Signage grant.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 5/26/16
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 5/27/2016
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)

Public Works Department
Date: 5/31/16

County Counsel
Date: 5/26/16

Planning Department
Date: 5/31/16

Attachments:

1. Letter of Permission from LADWP
   a. Exhibit A – Map of Bishop area routes Nos. 5, 6, 7, & 9
   b. Exhibit B – Inyo County Assembly Bill 628 Implementing Procedures
   c. Exhibit C – Photo Point Monitoring Plan
2. County notes on Photo Point Monitoring plan

Los Angeles Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

MAY 19 2016

May 12, 2016

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

Dear Mr. Carunchio:

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

This is in response to the meeting of March 18, 2016, between Los Angeles Department of Water and Power (LADWP) and County of Inyo (County) representatives where the two agencies reached a short-term agreement on the County's request to include certain real property owned by the City of Los Angeles (City) and under the management and control of LADWP as part of the County's *Adventure Trails Pilot Project* (Pilot Project) established pursuant to California Vehicle Code Section 38026.1. The Pilot Project is for off-highway motor vehicle users to operate off-highway motor vehicles on seven combined-use routes linking lodging, services, and trailheads.

Four routes (identified as Routes 5, 6, 7, and 9) are located almost entirely on City property and start at two existing campgrounds (Brown's Town Campground and Pleasant Valley Campground) leased by the County, as lessee, from LADWP, as lessor. Routes 5 and 9 of the Pilot Project start and end at Brown's Town Campground and Routes 6 and 7 of the Pilot Project start and end at Pleasant Valley Campground, as more particularly shown on the map attached hereto as Exhibit A and made a part hereof.[1]

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

[1] Inyo County, *INYO COUNTY APPROVED COMBINED USE ROADS BISHOP AREA: Opening Date Pending*, 2015

The parties hereinafter covenant and agree as follows:

1. Revocable Permission: LADWP hereby grants revocable permission to the County to include Brown's Town Campground and Pleasant Valley Campground as the respective start and end points of Routes 5 and 9, and 6 and 7of the Pilot Project as represented in Exhibit A.

2. Term: This permission shall become effective upon full execution of this letter and shall remain in effect only until January 1, 2017, unless sooner terminated as herein provided.

3. Pilot Project Routes: The Pilot Project is comprised of the following seven routes along County operated and maintained roads. Only Bishop Routes 5, 6, 7, and 9 have start and end points located on City property.

   Bishop

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

   Independence

Route 1-	Park Street, Clay Street, and Mazourka Canyon Road[2]

   Lone Pine

Route 1-	Lubkin Canyon Road and Horseshoe Meadows Road[3]

4. Scope of Permission: This permission shall only include City property currently leased to the County for use as Brown's Town Campground and Pleasant Valley Campground and does not extend to any other City property. The use of any other City property for the Pilot Project not specified by this permission is strictly prohibited and not granted under this agreement.

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[2] Inyo County, *INYO COUNTY APPROVED COMBINED USE ROADS INDEPENDENCE AREA: Opening Date July 24*, 2015

[3] Inyo County, *INYO COUNTY APPROVED COMBINED USE ROADS LONE PINE AREA: Opening Date July 24*, 2015

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

6. Termination: This permission may be terminated by LADWP at its sole discretion upon 24-hour notice to the County for any or no reason by giving such notice to the County at the address identified herein.

7. Unanticipated Impacts: The County hereby acknowledges and understands that LADWP is concerned about unanticipated costs and liabilities resulting from the Pilot Project, including, but not limited to, the negative impact to the City property not covered by this permission caused by the authorized use by off-highway motor vehicles of a highway designated as a combined-use highway by the Inyo County Board of Supervisors as part of the Pilot Project authorized pursuant to California Vehicle Code Section 38026.1, commonly referred to as the *Adventure Trails Pilot Project*. To address LADWP's concerns, the County hereby agrees to collaborate and work with LADWP on project implementation and monitoring and mitigation procedures to address impacts to the City property not covered by this permission resulting from the County's project; provided, however, that nothing in this permission is intended to, nor shall it be construed as, shifting costs or liability to the County that LADWP would have had in the absence of this permission for property not covered by this Letter of Permission.

8. Monitoring and Mitigation Efforts: The County hereby agrees, at a minimum, to implement the following monitoring and mitigation measures to evaluate the effectiveness of the Pilot Project during the term of this permission:

   - Monitoring described in the Inyo County Assembly Bill 628 Implementing Procedures (attached hereto as Exhibit B and made a part hereof), including aerial imagery comparison and field monitoring.
   - Additionally, the County will conduct the enclosed Adventure Trails Photo Point Monitoring Program (attached hereto as Exhibit C and made a part hereof) through the remainder of the Pilot Project to assist in tracking

- potential impacts from the project associated with the four routes on City property.

A summary report of all monitoring efforts conducted during the Pilot Project shall be prepared and submitted to LADWP (attn.: Mrs. Lori S. Dermody, Watershed Resources Supervisor) in January 2017. Results of these monitoring efforts will be used in LADWP's evaluation of any future requests by the County to extend the Pilot Project beyond January 1, 2017.

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

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

County of Inyo
Administrator's Office
Attention: Kevin D. Carunchio, County Administrative Officer
P.O. Drawer N
Independence, CA 93526
Phone: (760) 878-0292

10. Limited Liability: The acceptance and exercise of this permission shall be without liability or expense to the City and LADWP.

11. Insurance: Inyo County shall furnish the Department of Water and Power of the City of Los Angeles with evidence of insurance that conforms to the insurance requirements contained in the enclosed *Contract Insurance Requirements*, attached hereto and made a part hereof, which specifically outlines the types and amounts of coverage required for this permission. An Accord Certificate 25 evidencing coverage shall be sent to the Los Angeles Department of Water and Power's Risk Management section at the following address:

Los Angeles Department of Water and Power
Ms. Josephine Herrera
Risk Management Section
P. O. Box 51111, Room 465
Los Angeles, CA 90051-0100
(213) 367-4007 or Josephine.herrera@ladwp.com

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

Indemnification - Environmental: The County, on behalf of itself and its successors and assigns further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at

the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including the County's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the City property covered under this permission (Brown's Town Campground and Pleasant Valley Campground), 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 the County of any term and/or condition of this permission, relating directly or indirectly to any local, regional, state, or federal law or regulation or 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 the County or its officers, agents, and employees with respect to the City property covered under this permission, including but not limited to those resulting from the authorized use by off-highway motor vehicles of a highway designated as a combined-use highway by the Inyo County Board of Supervisors as part of the Pilot Project authorized pursuant to California Vehicle Code Section 38026.1, commonly referred to as the *Adventure Trails Pilot Project* regardless of any negligence on the part of Indemnitees. It is the specific intent that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this permission that give rise to future claims, even if the actual claim comes against the Indemnitees after this permission has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this permission.

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

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

Sincerely,

James G. Yannotta
Manager of Aqueduct

DSM:vrm
Enclosures
c: Ms. Josephine Herrera
Mrs. Lori S. Dermody
Mr. Courtney Smith
Mr. Josh Hart

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

COUNTY OF INYO

Date:_____ By: _____
Kevin D. Carunchio
County Administrative Officer

PERMITTEE

Exhibit B

Inyo County Assembly Bill 628 Implementing Procedures

January 22, 2015

1. The Adventure Trails Pilot Program is authorized by Section 38026.1 and other applicable portions of the California Vehicle Code.
2. The Adventure Trails Program project advocates (Applicant) shall submit a formal application to the Inyo County Public Works Department requesting the County consider the designation of specified roadways as combined-use highways.
    a. The application shall include all of the following for each portion of proposed combined-use roadway:
        i. Name of Highway
        ii. Length of combined-use section
        iii. A description of the portion of the right-of-way that is proposed to be used. That is will the off-highway vehicles be limited to: the entire lane, the edge of the lane, or some other specific area.
        iv. The starting point of the combined-use segment. If this is an existing Bureau of Land Management or U.S. Forest Service road, provide the name and/or number of the off-highway motor vehicle trail or trailhead. If the starting point of the combined-use segment is a necessary service and/or lodging facility, specify the name and Assessor's Parcel Number of the facility.
            1. Include a letter of permission from the owner of the Assessor's Parcel Number that is the necessary service and/or lodging facility.
        v. The ending point of the combined-use segment. If this is an existing Bureau of Land Management or U.S. Forest Service road, provide the name and/or number of the off-highway motor vehicle trail or trailhead. If the ending point of the combined-use segment is a necessary service and/or lodging facility, specify the name and Assessor's Parcel Number of the facility.
            1. Include a letter of permission from the owner of the Assessor's Parcel Number is the necessary service and/or lodging facility.
        vi. A description of the nature and destination of any off-highway motor vehicle trail that is a starting or ending point to a combined-use segment.
        vii. A description of the nature and purpose of the combined-use segment. To be considered, the combined-use segment must provide a connecting link between one of the following:
            1. A connecting link between off-highway motor vehicle trail segments,
            2. An off-highway motor vehicle recreational use area and necessary service facilities, or
            3. Lodging facilities and an off-highway motor vehicle recreational facility.

The applicant shall state which one of these three types of connecting link is being provided by each combined-use trail segment.

viii. An eight and one-half inch map clearly displaying each combined use section. The map should display:
    1. The information described in subsections (i) through (v).
    2. Major cross streets
    3. Any controlled intersections (stop signs or signalized intersections)
    4. If the combined-use segment starts and/or ends on an un-named roadway, a vicinity map should be included.

ix. A list of property owners adjacent to any and all combined-use routes from the Inyo County Assessor's Department. If multiple properties are owned by one owner, that owner shall be notified of each of their properties adjacent to the proposed combined-use segment. Legal size envelopes with first class postage affixed addressed to each property owner with the return address left blank.

b. The Applicant can submit the application in multiple sections if they choose. If so, a cover letter to the application should state this.

c. Once the application is submitted, the contents of the application will be available for public review.

3. The Inyo County Department of Public Works shall be responsible for the evaluation and processing of any combined-use applications.

4. The County shall determine if the application packet is complete. The County shall notify the Applicant via e-mail or telephone within 30 days if the application is complete. If feasible, this determination should be made earlier.

5. Within 120 days of the date the County deems the application complete, the County shall accept or reject the application. This period may be extended by the County, upon written notification to the applicant, together with the reason necessitating the extension. During the 120 day period, the County will do the following:

    a. Submit copies of the application to responsible State and/or land management agencies for confirmation of the validity of any trail segment and/or general comments, requesting that the requested information be provided within 60 days. The County shall provide copies of the application to pertinent land management agencies or owners to ensure conformance with the land manager's Land Use Plan. "Pertinent agencies or owners" are defined as those which own, manage, or have jurisdiction for 1) road segments which connect to County roads identified in the application, 2) the land crossed by a County road identified in the application, or 3) the land adjacent to a combined use segment;

    b. Submit the combined-use application to the Commissioner of the California Highway Patrol and ask for a determination if the proposed combined-use segment will create a potential traffic safety hazard. If the combined-use segment is determined by the Commissioner of the California Highway Patrol to have the potential to create a traffic hazard, that segment shall be dropped from consideration.

c. Notice a public hearing on the application, providing notice to all land owners adjacent to the proposed combined-use roadway of the date, time and location of the public hearing, with notice mailed a minimum of twenty-one (21) days prior to the public hearing; and
d. Hold a public hearing and compile all comments received on the application.

6. The County shall work in cooperation with the California Department of Transportation to establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles in accordance with Section 38026.1 of the Vehicle Code.
7. The County will first designate crossings of the State Highway using Section 38026 of the Vehicle Code. The Applicant is encouraged to design their requests to the County to use combined-use segments of three miles or less. Any such request would be undertaken separately from the Pilot Program and requires a separate application to the County in conformance with the existing Vehicle Code. If this is not possible and the combined-use segment is between three and ten miles, the County will consider the designation of crossings of the State Highway as part of the Pilot Program as set forth in Assembly Bill 628.
8. The application, together with comments received during the 120 day period, shall be presented to the Board of Supervisors for consideration and approval. The Agenda Request for such consideration shall also include a recommendation for each route from the Public Works Director, the Risk Manager, the Sheriff, and County Counsel on each combined-use segment. Their recommendation shall address:
    a. Safety
    b. Liability and Risk
    c. Potential maintenance costs
9. The County shall hold a public hearing and adopt a resolution to approve combined–use segment(s). The adoption resolution may include multiple combined-use segments. The resolution shall include:
    a. A determination that the proposed combined use segment does not have the potential to create a safety hazard.
    b. A confirmation that the information contained in Section 2(A)(i) – (viii) was included in the application packet.
    c. A statement that each combined-use trail segment is in compliance with the California Vehicle Code as amended by the inclusion of Section 38026.1.
10. If the funding for the purchase and installation of signage is not forthcoming as set forth In Section 38026.1, the County shall work with the applicant to identify funding to install signage identified in Section No. 6. The purchase and installation of this signage shall be revenue neutral to the County. That is, if the funding for the signage is not forthcoming from the State, the applicant shall be responsible for this expense.
11. The County Road Department shall be responsible for the installation of all required signage on each combined-use trail segment.

12. Using aerial or satellite imagery, Inyo County will create a baseline that encompasses the area adjacent to each designated route, including the end point in a manner adequate to identify and monitor route proliferation.
13. The County shall formally open the combined-use trail segment once all signage is in place.
14. Each combined-use trail segment shall be monitored in the following ways.
    a. The County shall be responsible to maintain a database describing any collisions involving an off-highway vehicle on any combined-use segment.
        i. The Department of Public Works will request from the Inyo County Sheriff and the California Highway Patrol a report of all collisions involving off-highway vehicles on a combined-use segment on an annual basis. This information will be solicited from local land management agencies.
    b. The Inyo County Sheriff's Department will maintain a file that includes any information regarding impact on traffic flows, safety, incursions into areas not designated for off-highway vehicle usage, to the extent such information is available.
    c. The County shall yearly collect at least a three-day-long set of data collected including two weekend days detailing the number of off-highway vehicles using each combined-use segment.
    d. The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.
    e. The County shall send a letter encouraging land management agencies that have an off-highway motor vehicle trail segment that links to a combined-use segment to monitor the amount of off-highway vehicle use.
    f. The Public Works Department shall maintain a website that is a central hub for collecting public and public agency comments and complaints on the combined-use routes which shall include all correspondence from the public and public agencies regarding all combined use segments.
    g. At least 90 days prior to the development of the report described in Section 15, notice will be made to the public and local land management agencies requesting comments and observations regarding roads in the pilot program, including any results from monitoring.
15. No later than January 1, 2016, the County, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project as described in Section 38026.1 of the Vehicle Code.
16. If Section 38026.1 of the Vehicle Code is repealed, on all designated routes, the County shall be responsible for the removal of all signage related to combined-use highway segments set forth under Section 38026.1. Further, upon repeal of section 38026.1, the designation of all combined use routes by the County shall be immediately rescinded.

17. If the property owner at a starting point or an ending point of a combined-use segment that is considered to be a necessary service or lodging facility decides at a future date that they do not wish their property to be linked to by a combined-use segment, they can submit a letter stating that the property owner does not wish to be linked to the combined-use route. Upon receipt of that letter, and assuming that the service facility is the endpoint of the combined-use segment, the designation on that road shall be changed within 90 days so that the combined-use of that roadway segment shall no longer be allowed. If a change to starting point or endpoint requires the submittal of a separate application, the 90-day period will be extended until the segment is acted upon by the Board of Supervisors.
18. If a necessary service facility that is a start or an end point of a combined-use route closes, the applicants shall be required to submit a revised application within 90 days from the date the business is closed. The County shall determine if an additional application is required.
19. If the County's monitoring of a combined-use route determines that undesirable impacts are being created by the route, the County shall have the authority by a vote of the Board of Supervisors to close a combined-use route. The County shall close the route by the removal of all signage within 90 days from the date of the Board action.
20. The Public Works Department may, at the discretion of the Public Works Director, temporarily close a combined-use route to green sticker vehicles by temporarily obscuring route signage.
21. The operation of combined use routes by off-highway vehicles in residential areas is restricted to between dawn and dark and no earlier than 7:00 a.m. and no later than 8:00 p.m.
22. The Mitigation and Monitoring Plan for the Eastern Sierra Adventure Trails System Environmental Impact Report (Appendix 1.0 to the Final EIR) is included as part of this Implementing Procedures by reference.
23. The County shall monitor for the creation of new OHV routes along the proposed combined-use routes. The County shall coordinate with the property owner/land management agency and determine if corrective action is required. If necessary, barriers will be place to prevent further use of the new routes.
24. The County shall consider the passage of an ordinance that will make it a misdemeanor offense if operators of OHV's cause damage to land, livestock, ranching and farming operations, wildlife, wildlife habitat or vegetative resources..
25. All OHVs utilizing a combined-use route must comply with the following requirements and any published written material (brochures, maps, pamphlets) produced by the applicants shall include the following educational language:

    OHV users on all combined-use routes must:

    - Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
    - Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
    - Have an operational stoplight

- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route.
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle.

Exhibit C

Adventure Trails Photo Point Monitoring Program

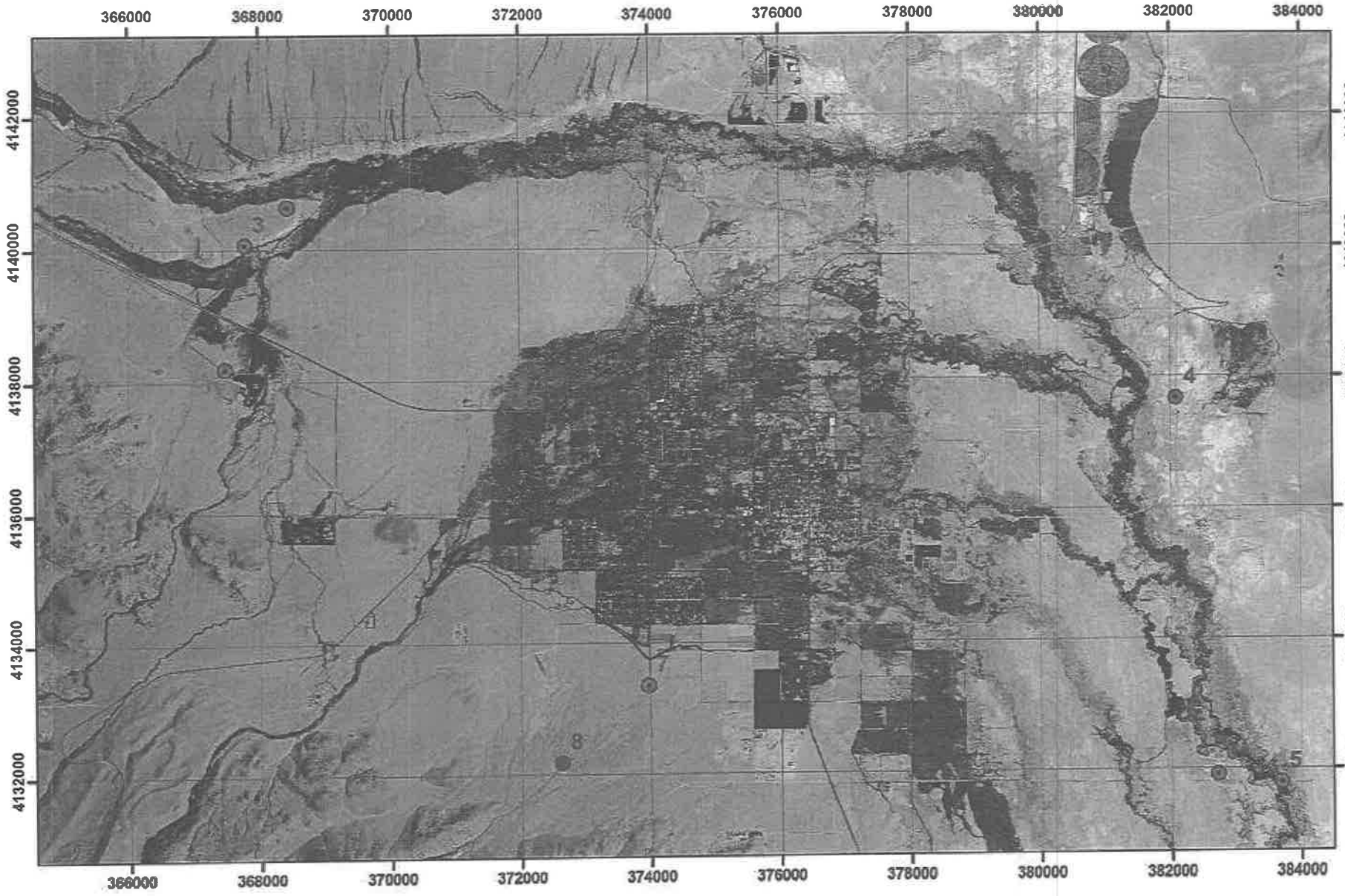
LADWP Watershed Resources Staff has established baseline photo points in key locations along the proposed Adventure Trails routes that originate on City property and traverse City lands. The photo point locations are noted in Table 1 below and the attached map. Photos at each location are shown on the following pages.

These monitoring photos shall be recaptured three times through the remainder of the Pilot Project (May, August, and December 2016) to detect potential changes on City lands as a result of the Project.

The photos and corresponding observations shall be summarized in a report at the end of the Pilot Project and submitted to LADWP (attn.: Lori Dermody, Watershed Resources Supervisor) in January 2017. This information will be used in the City's evaluation of future permission for the Adventure Trails Project. If Inyo County Staff notices impacts occurring prior to the end of the Pilot Project, LADWP shall be contacted promptly and necessary measures will be taken (by Inyo County and/or LADWP) to stop further damage.

Table 1. Adventure Trails Photo Point Locations

Photopoint coordinates, UTM NAD83, Zone 11N.			
POINT	NAME	X	Y
1	Millpond	367489	4138203
2	Pleasant Valley	368442	4140648
3	Horton Overview	367799	4140079
4	Laws	382099	4137662
5	Warm Springs	383695	4131780
6	Warm Springs	382720	4131908
7	Southwest Bishop	373976	4133346
8	Southwest Bishop	372631	4132176

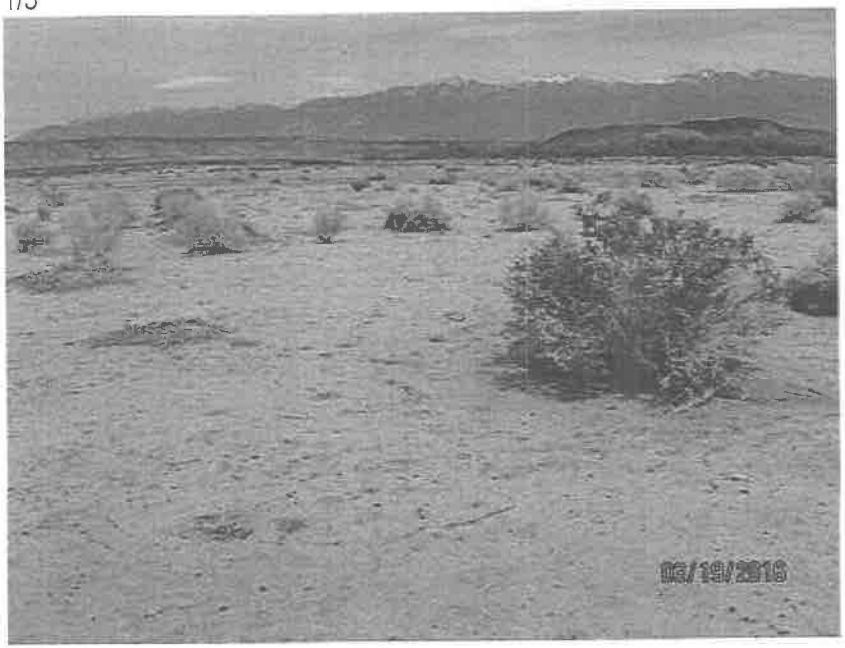


Adventure Trail Photopoints

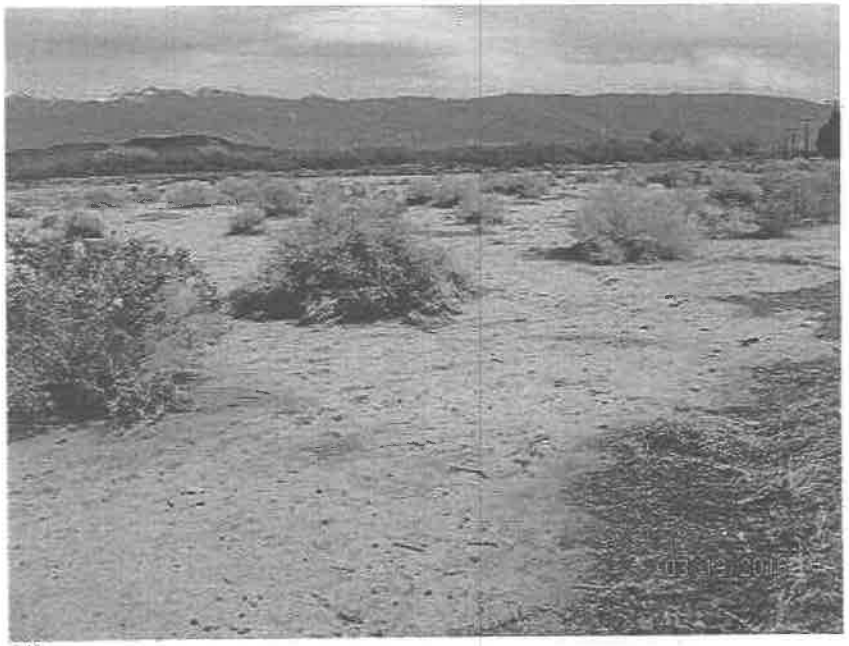
Note: Coordinates are UTM, NAD83, Zone 11N; image is 2014.

Adventure Trails Photo Point #1 (Millpond) 3/16

1/3

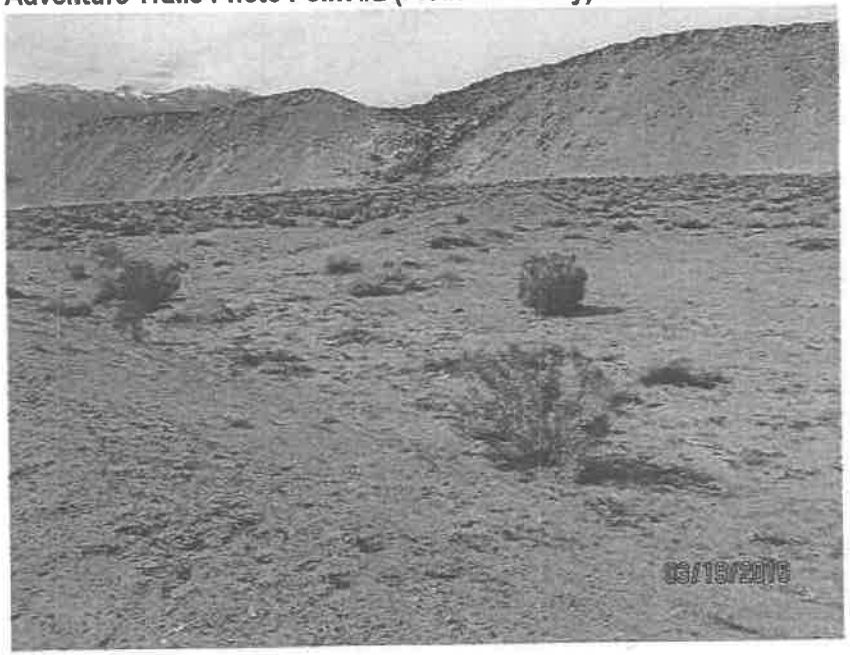


2/3

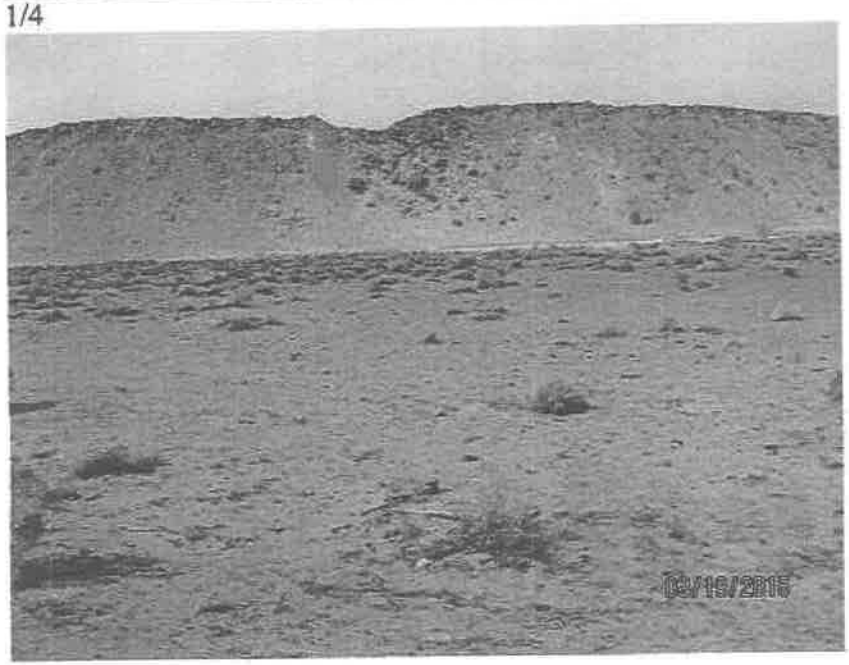


3/3

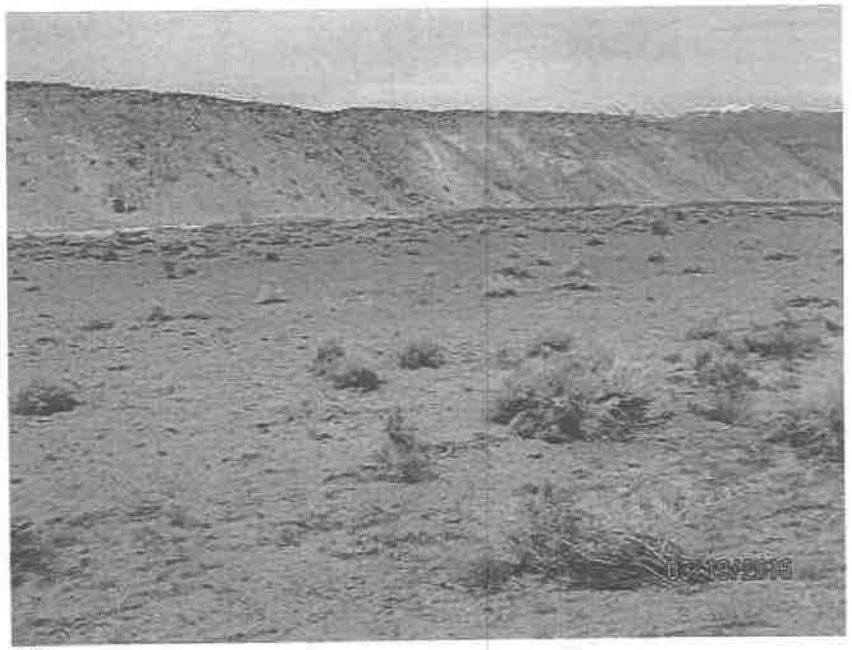
Adventure Trails Photo Point #2 (Pleasant Valley) 3/2016



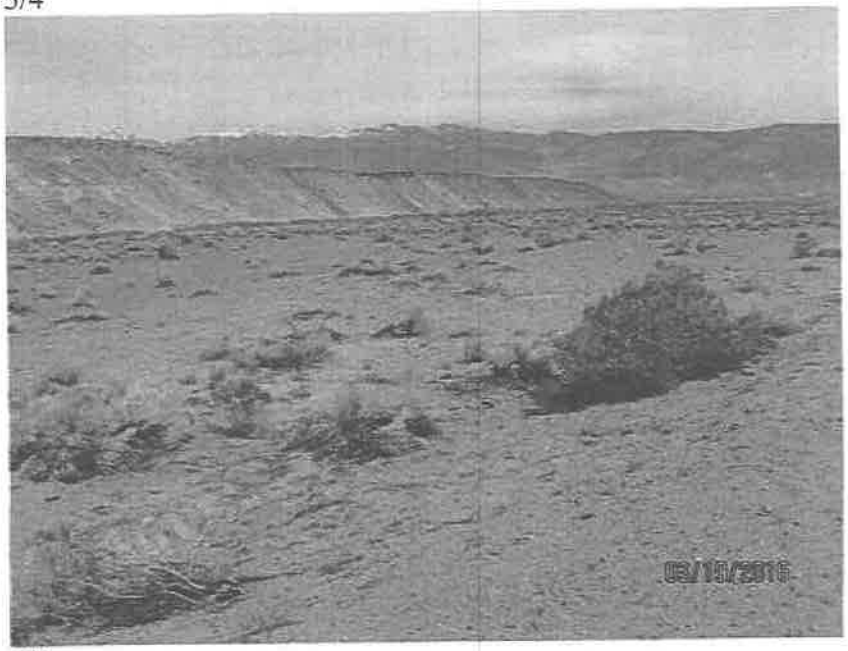
1/4



2/4

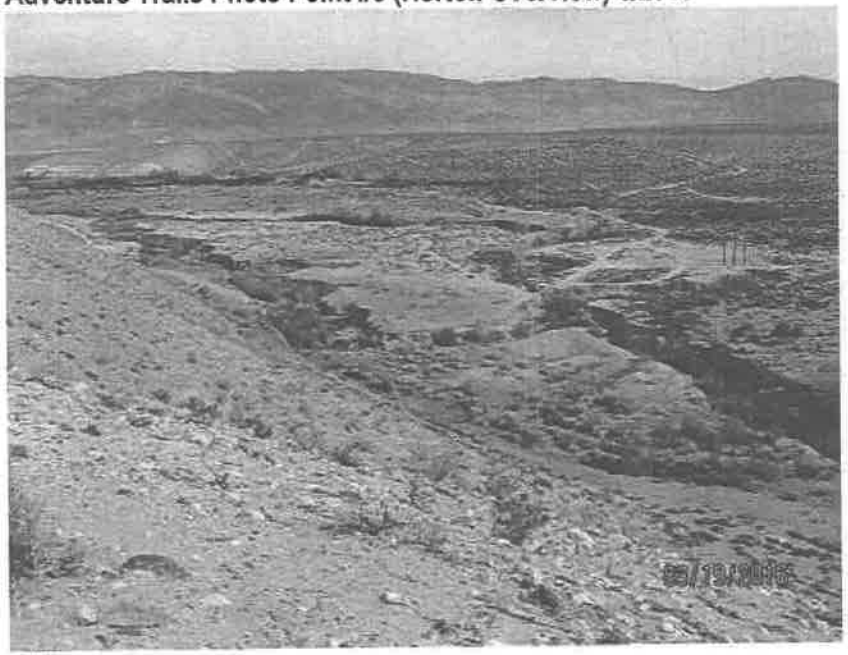


3/4



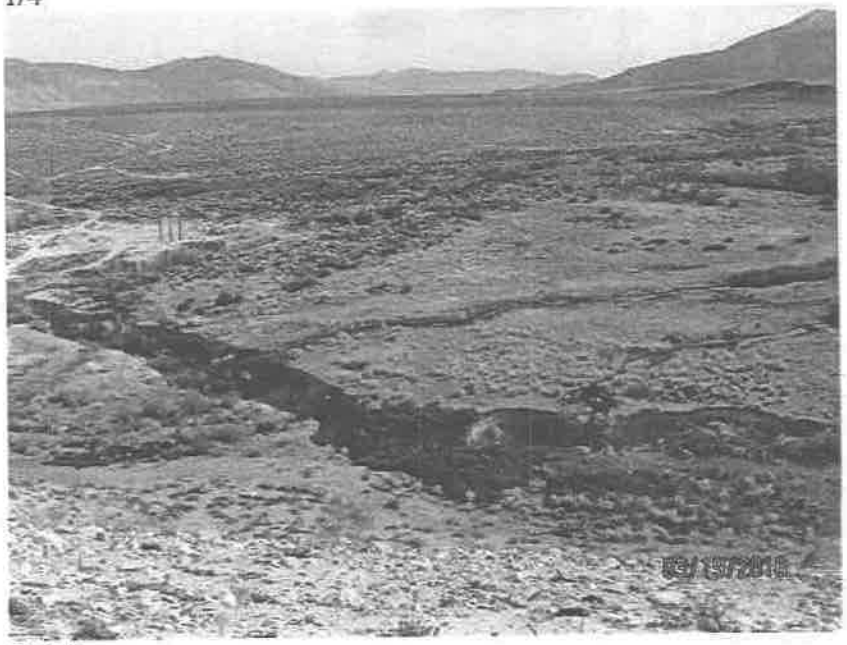
4/4

Adventure Trails Photo Point #3 (Horton Overview) 3/2016



1/4

3/4



2/42/4

4/4

Adventure Trails Photo Point #4 (Laws) 3/2016

Adventure Trails Photo Points #5 and 6 (Warm Springs) 3/2016

Photo Point #5 (1/1)

Photo Point #6 (1/1)

Adventure Trails Photo Points #7 and 8 (Southwest Bishop) 3/2016

Photo Point #7 (1/1)

Photo Point #8 (1/1)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
22

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approve Amendment No. 1 to the Contract for the construction of the Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project, Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015.

DEPARTMENTAL RECOMMENDATIONS:

A. Request your Board approve Amendment No. 1 to the Contract with Pave-Tech Inc. of Vista, CA in the amount not to exceed $378,260.78 for the Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015 in Bishop, CA, increasing the total current Contract amount from $1,219,577.09 to $1,597,837.87; and,

B. Authorize the chairperson to execute Amendment No. 1 to the Contract, contingent upon obtaining appropriate signatures.

C. Authorize the Public Works Director to execute all other contract documents, including contract change orders to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On October 13, 2015, your Board awarded the construction contract for the Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015, in Bishop CA, to Pave-Tech Inc. of Vista, CA, in the amount of $1,219,577.09. This Amendment No. 1, to provide an additional $378,260.78 to increase the contract dollar amount to $1,597,837.87, for:

a.) CCO #01 is no cost change order that was issued to clearly document the specific work to be performed for the awarded contract amount. This was due to Pave-Tech, Inc.'s total bid price of $2,897,985.58, and available FAA grant funding amount of $1,422,356. Public Works reduced the project scope of work to match the available FAA grant amount resulting in a revised project construction total amount of $1,219,577.09.

b.) CCO#02 is for additional crack repairs to cracks that have widened since design and bidding in 2015 and micro-milling Taxiway "C" to remove curled and shoved pavements along the taxiway. The micro milling of Taxiway "C" was part of the original bid that was removed due to a shortfall in available funding from FAA at the time of bid opening. Total amount of CCO #02 is $121,938.70

c.) CCO#03 is for additional medium crack repairs to taxiway exits "D", "J", "A" and "H"; additional large crack repairs to taxiways "H" and "A"; pavement sealing on taxiway "C"; purchase of two

lighted runway closure crosses; airfield yellow pavement marking with yellow beads; and right side red surface painted hold position signs. These items were part of the original bid that were removed due to a shortfall in available funding from FAA at the time of bid opening. The total amount of CCO #03 is $256,322.08.

The FAA funding for change orders #02 and #03 will be from a drawdown of both Bishop Airport annual entitlements plus entitlement transfers that will expire September 30, 2016 from both Independence Airport and the City Los Banos Airport. The FAA is expecting the Public Works Department grant request to expend these entitlements for this additional construction at the Bishop Airport.

ALTERNATIVES:

The Board could choose not to approve this Contract Amendment No. 1 for Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015. This is not recommended as the FAA entitlement grant funding is in process, and the improvements are needed.

OTHER DEPARTMENT/AGENCY INVOLVEMENT:

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

FINANCING:

The project is funded by the FAA's AIP, which will reimburse the county for 90 percent of the currently estimated total project cost of $1,711,706.00, or $1,540,536.18. Additionally, the County is applying for California Department of Aeronautics funding in the amount of $77,027, which represents 4.5% of the total project cost and local match in the amount of $94,144, which represents 5.5% of the total project cost. All costs will be paid through budget unit 630303, Bishop Airport Improvement Projects, object code 5700, Construction in Progress

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 6/2/16
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 6/2/16
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: S Williams Date: 6/2/16
(Not to be signed until all approvals are received)

AMENDMENT No. 1
TO
CONTRACT BETWEEN THE COUNTY OF INYO AND
PAVE-TECH INC.
FOR THE PROVISION OF CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PAVE-TECH INC. of Vista, CA (hereinafter referred to as "Contractor"), have entered into a contract for the Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project Bishop, CA, dated October 13, 2015, a standard Inyo County Public Works Contract, entitled "AGREEMENT BETWEEN THE COUNTY OF INYO AND PAVE-TECH INC. for BISHOP AIRPORT –AIRFIELD PAVEMENT CRACK REPAIRS, PAVEMENT SEALING AND PAINT MARKING, AND TERMINAL AREA SECURITY FENCING PROJECT, AIRPORT IMPROVEMENT PROGRAM FAA AIP PROJECT NO. 03-06-0024-17-2015."

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 XXX Amendments and Exhibit "B":

Increase the amount of the Contract, as modified by the following Change Orders:

Change Order No. 1	$ 0.00
Change Order No. 2	$ 121,938.70
Change Order No. 3	$ 256,322.08
Total Change Orders	$ 378,260.78
Original Contract Amount	$1,219,577.09
Total Change Orders	$ 378,260.78
Total Increase of the Contract	$1,597,837.87

The effective date of this amendment to the Contract is June 7, 2016.

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
PAVE-TECH INC
FOR THE PROVISION OF CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF June, 2016.

COUNTY OF INYO

By: _____

Date: _____

CONTRACTOR
Pave-Tech Inc.

By: _____

Date: _____

Taxpayer's Identification Number:
33-0582719

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

CONTRACT CHANGE ORDER NO. 1

or

SUPPLEMENTAL AGREEMENT NO. N/A

AIRPORT Bishop Airport **DATE** 4-22-2016

LOCATION Bishop, CA **AIP PROJECT NO.** 3-06-0024-17-2015

CONTRACTOR Pave-Tech Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Documentation and Agreement Detailing Specific Awarded Work				NO CHANGE
2					
3					
4					
5					
This Change Order Total		**$**	0.00		
Previous Change Order(s) Total		**$**	0.00		
Contract Total			$1,219,577.09		

The time provided for completion in the contract is increased by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on "Change Order #1 Scope of Work" April 22, 2016 Table and Plan Sheets 1 and 2 copies attached.

Recommended by: Robert P. Wadell — 4/22/2016
Engineer - Wadell Engineering Corporation — Date

Approved by: — 4/25/16
Owner - County of Inyo — Date

Accepted by: — 4/25/2016
Contractor - Pave-Tech, Inc. — Date

Concurred by: N/A
State Aeronautics (if applicable) — Date

Approved by:
Federal Aviation Administration — Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-06-0024-17-2015 **CHANGE ORDER NO.** 1
(Supplemental Agreement)

AIRPORT BISHOP AIRPORT **LOCATION** BISHOP, CA

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change and location.

This change order documents the agreement between the County of Inyo and the Contractor to identify the specific work to be constructed based on the awarded contract amount.

2. Reason for the change

To clearly document the specific work to be done for the awarded contract amount.

3. Justifications for unit prices or total cost.

Pricing is based on the Contractor bid with agreed modifications by county and contractor staff. The unit price of asphalt is increased to $258.33 to compensate the contractor for the $10,000 cost of a new local plant mix design to meet project requirements.

4. The sponsor's share of this cost is available from:
Airport Fund. There will be no request to increase the grant amount.

5. If this is a supplemental agreement involving more than $2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒.

6. Has consent of surety been obtained? Yes ☐ Not Necessary ☒.

7. Will this change affect the insurance coverage? Yes ☐ No ☒.

8. If yes, will the policies be extended? Yes ☐ No ☐.

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes ☒ No ☐ When 4/15/2016 With Whom Manson Wong, Project Manager

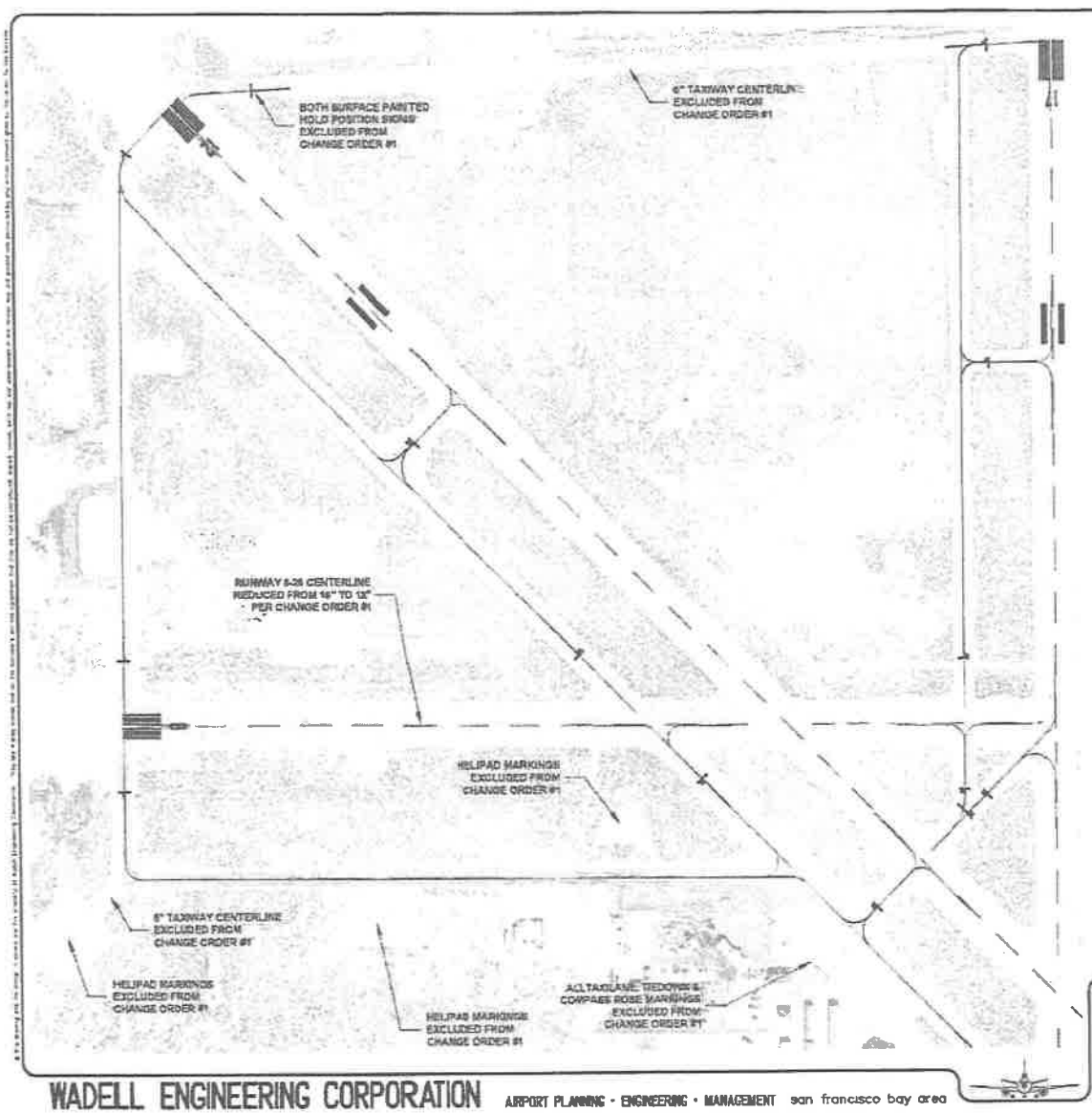
Comment None

Submit 4 copies to the FAA

Airfield Pavement Crack Repair, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project
Bishop Airport
AIP Project No. 3-06-0024-17-2015
County Project No. TR-15-028
4-22-2016
Change Order #1 - Scope of Work

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
	Schedule A: Base Bid				
1	Mobilization (M-105)	1	LS		$ 75,000.00
6	Paint and Rubber Removal (P-101)	1	LS		$ 25,000.00
	TOTAL SCHEDULE A BASE BID				**$ 100,000.00**
	Schedule A: Bid Additives				
A1	Runway 17-35 Pavement Repairs & Sealing (Approx. 120LF X 5600 LF)				
A1.1	Crack Repair - Small - Detail A1 - Not Mapped (P-101)	1	LS		$ 30,000.00
A1.2	Crack Repair - Medium - Detail A2 (P-101)	13,784	LF	$ 10.00	$ 137,840.00
A1.3	Crack Repair - Large - Detail A3 (P-101)	10,349	LF	$ 10.00	$ 103,490.00
A1.4	Hot Mix Asphalt for Detail A2 & A3 Crack Repairs (P-101)	1,161.78	TONS	$ 258.33	$ 300,122.23
A1.6	Pavement Sealing (P-626) NOTE 1*	77,873	SY	$ 1.75	$ 136,278.52
A1	**TOTAL BID ADDITIVE ITEM A1**				**$ 707,730.75**
	Schedule B: Base Bid - Paint Markings				
1	Mobilization (M-105)	1	LS		$ 11,000.00
2	Airfield White Pavement Marking with Beads (P-620)	85,883	SF	$ 1.18	$ 101,341.35
3	Airfield Yellow Pavement Marking with Beads (P-620)	25,770	SF	$ 1.18	$ 30,408.13
4	Airfield Black Pavement Marking without Beads (P-620)	24,945	SF	$ 1.18	$ 29,434.86
5	Surface Painted Holding Position Signs (P-620)	18	LS	$ 450.00	$ 8,100.00
6	Compass Calibration Pad Pavement Markings with Beads (P-620)	0	LS	$ 1,539.00	$ -
	TOTAL SCHEDULE B BASE BID				**$ 180,284.34**
	Schedule C: Base Bid - Fencing & Gates				
1	Mobilization (M-105)	1	LS	$ 9,842.00	$ 9,842.00
2	New Chain link Fence with Barbwire (F-162)	3,934	LF	$ 38.00	$ 149,492.00
3	New Barbwire on Existing Chain link Fence & Gates (F-162)	352	LF	$ 7.00	$ 2,464.00
4	New 20' Wide West Entrance Vehicle Gate - Chain link with Barbwire (F-195)	1	LS	$ 19,734.00	$ 19,734.00
5	New West Pedestrian Gate - 4' Wide Chain link with Barbwire (F-162)	1	LS	$ 1,909.00	$ 1,909.00
6	New Maintenance Pedestrian Gate - 4' Wide Chain link with Barbwire (F-162)	1	LS	$ 1,909.00	$ 1,909.00
7	New Terminal Pedestrian Gate - West Side - 4' Wide Chain link with Barbwire (F-162)	1	LS	$ 1,909.00	$ 1,909.00
8	New Terminal Pedestrian Gate - East Side - 4' Wide Chain link with Barbwire (F-162)	1	LS	$ 1,909.00	$ 1,909.00
9	New 20' Wide Central Entrance Vehicle Gate - Chain link with Barbwire (F-195)	1	LS	$ 19,734.00	$ 19,734.00
10	New 20' Wide East Entrance Vehicle Gate - Chain link with Barbwire (F-195)	1	LS	$ 19,734.00	$ 19,734.00
11	New Fence Signs 18" X 24" - Wired to Fences (16 DANGER, 6 NOTICE) (F-162)	22	EA	$ 133.00	$ 2,926.00
12	New Red Reflective Vehicle Stop Signs 30" X 30" - Wired to Gates (F-162)	0	EA	$ 650.00	$ -
13	Furnish 1500 LF 3/16" Chain and 300 S Hooks (Galvanized) (F-162)	0	LS	$ 4,359.00	$ -
	TOTAL SCHEDULE C BASE BID				**$ 231,562.00**
	TOTAL SCHEDULES A, B AND C BASE BID WITH BID ADDITIVES				**$ 1,219,577.09**

NOTE 1* A portion of the pavement sealing quantity includes sealing 6,344 SY of Runway 8 end & Runway 26 end (Approx. 285.5LF X 100LF at each of the Runway ends)



CHANGE ORDER #1 SCOPE OF WORK

SCHEDULE A - BID ADDITIVES - PAVEMENT REPAIRS & SEALING

A1 RUNWAY 17-35 PAVEMENT REPAIRS & SEALING (APPROXIMATELY 120 LF X 5,600 LF)

SCHEDULE B - BASE BID PAINT MARKING

GENERALLY INCLUDED

WHITE PAINT
- RUNWAY NUMERALS (ALL)
- RUNWAY CENTERLINE MARKINGS (ALL - 8-26 REDUCED FROM 18" TO 12")
- THRESHOLD MARKINGS (ALL)
- AIMING POINT MARKINGS (12-30 AND 17-35)
- BLACK EDGE PAINT FOR ABOVE ITEMS

YELLOW PAINT
- HOLD MARKINGS (ALL)
- ENHANCED CENTERLINES (ALL)
- ALL 12" TAXIWAY CENTERLINES AND LEADOFF STRIPES
- MOST 6" TAXIWAY CENTERLINES
- BLACK PAINT FOR HOLD MARKINGS AND ENHANCED CENTERLINE

RED PAINT
- LEFTSIDE RED SURFACE PAINTED HOLD POSITION SIGNS
- (DELETED T/W D @ 12, T/W E @ 26 & 30, ALL RIGHT SIDE SIGNS)

GENERALLY EXCLUDED
- ALL HELIPAD, TAXILANE, TIEDOWN, & COMPASS ROSE MARKING
- SOME 6" TAXIWAY CENTERLINES
- RIGHT SIDE RED SURFACE PAINTED HOLD POSITION SIGNS
- BLACK EDGE PAINT FOR TAXIWAY CENTERLINES

SEE QUANTITY WORKSHEET FOR THIS SCHEDULE B WORK
NOTE: NO BID ADDITIVE PAINT MARKINGS SHALL BE DONE UNDER THIS CHANGE ORDER.

SCHEDULE C - BASE BID FENCING & GATES

INCLUDED ALL WORK EXCEPT
- C12 STOP SIGNS DELETED
- C13 FURNISH CHAIN AND HOOKS DELETED

N

SCALE IN FEET
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IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT – SCALE REDUCED ACCORDINGLY

BISHOP AIRPORT
A COUNTY OF INYO AVIATION FACILITY
BISHOP CALIFORNIA

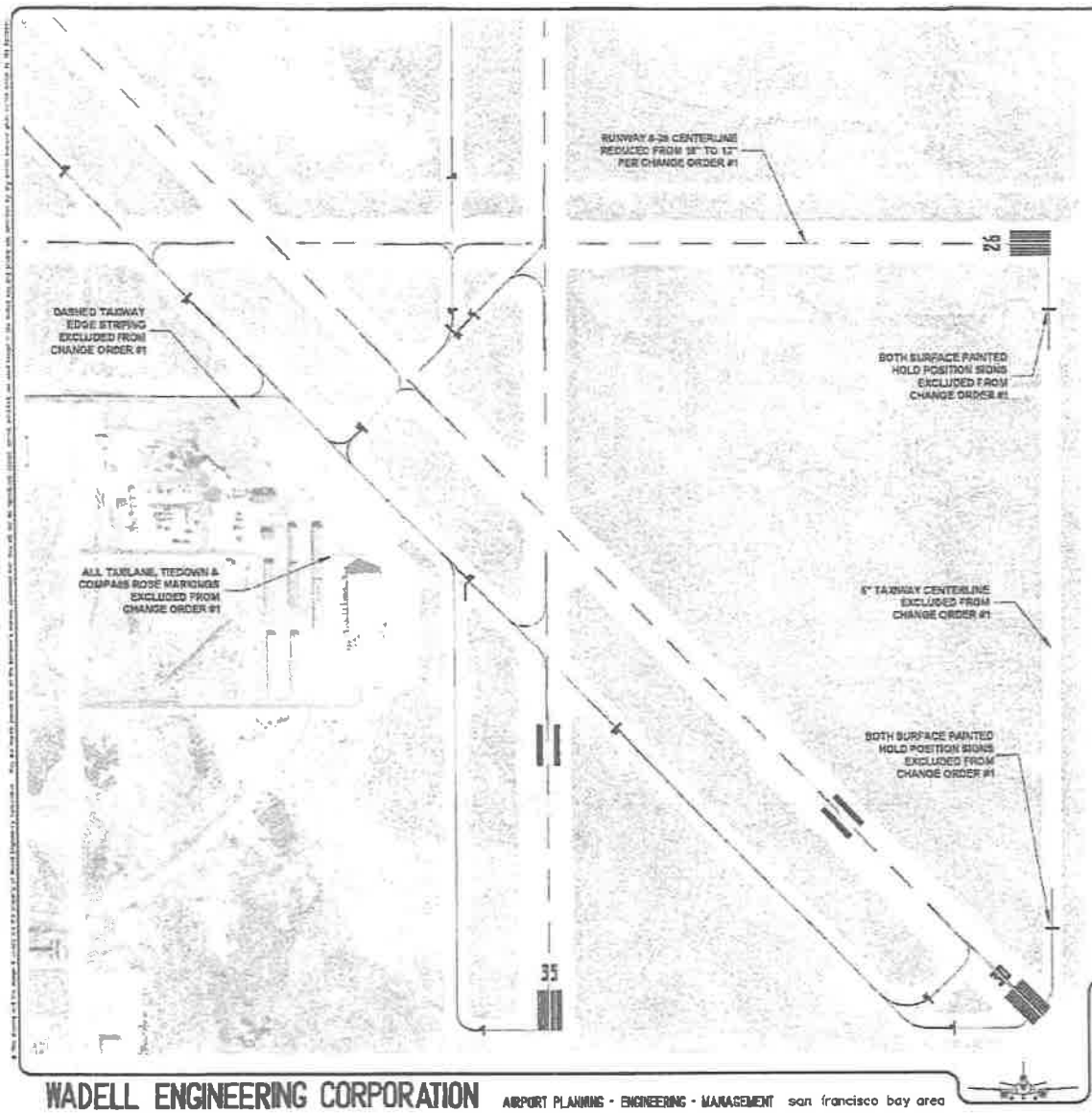
CHANGE ORDER #1
SCOPE OF WORK

DRAWING 1 OF 2

1471

DATE APRIL 2012

WADELL ENGINEERING CORPORATION AIRPORT PLANNING · ENGINEERING · MANAGEMENT san francisco bay area



CHANGE ORDER #1 SCOPE OF WORK

SCHEDULE A - BID ADDITIVES - PAVEMENT REPAIRS & SEALING

A1 RUNWAY 17-35 PAVEMENT REPAIRS & SEALING (APPROXIMATELY 120 LF X 5,600 LF)

SCHEDULE B - BASE BID PAINT MARKING

GENERALLY INCLUDED

WHITE PAINT
- RUNWAY NUMERALS (ALL)
- RUNWAY CENTERLINE MARKINGS (ALL - 8-26 REDUCED FROM 18" TO 12")
- THRESHOLD MARKINGS (ALL)
- AIMING POINT MARKINGS (12-30 AND 17-35)
- BLACK EDGE PAINT FOR ABOVE ITEMS

YELLOW PAINT
- HOLD MARKINGS (ALL)
- ENHANCED CENTERLINES (ALL)
- ALL 12" TAXIWAY CENTERLINES AND LEADOFF STRIPES
- MOST 6" TAXIWAY CENTERLINES
- BLACK PAINT FOR HOLD MARKINGS AND ENHANCED CENTERLINE

RED PAINT
- LEFTSIDE RED SURFACE PAINTED HOLD POSITION SIGNS (DELETED T/W D @ 12, T/W E @ 26 & 30, ALL RIGHT SIDE SIGNS)

GENERALLY EXCLUDED
- ALL HELIPAD, TAXILANE, TIEDOWN, & COMPASS ROSE MARKING
- SOME 6" TAXIWAY CENTERLINES
- RIGHT SIDE RED SURFACE PAINTED HOLD POSITION SIGNS
- BLACK EDGE PAINT FOR TAXIWAY CENTERLINES

SEE QUANTITY WORKSHEET FOR THIS SCHEDULE B WORK
NOTE:NO BID ADDITIVE PAINT MARKINGS SHALL BE DONE UNDER THIS CHANGE ORDER.

SCHEDULE C - BASE BID FENCING & GATES

INCLUDED ALL WORK EXCEPT
- C12 STOP SIGNS DELETED
- C13 FURNISH CHAIN AND HOOKS DELETED

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT - SCALE REDUCED ACCORDINGLY

WADELL ENGINEERING CORPORATION AIRPORT PLANNING - ENGINEERING - MANAGEMENT san francisco bay area

BISHOP AIRPORT
A COUNTY OF INYO AVIATION FACILITY
BISHOP CALIFORNIA

CHANGE ORDER #1
SCOPE OF WORK

DRAWING 2 / OF 2

CONTRACT CHANGE ORDER NO. 2

or

SUPPLEMENTAL AGREEMENT NO. N/A

AIRPORT Bishop Airport **DATE** 5-23-2016

LOCATION Bishop, CA **AIP PROJECT NO.** 3-06-0024-17-2015 & 18-2016

CONTRACTOR Pave-Tech Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Change Order #2 Scope of Work 5/12/2016 Runway Cracks & Taxiway "C" Micro-Mill Per Attached Unit Price Tabulation				$121,938.70
This Change Order Total		$ 121,938.70			
Previous Change Order(s) Total		$1,219,577.09			
Contract Total		$1,341,515.79			

The time provided for completion in the contract is increased by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on "Change Order #2 Scope of Work" May 20, 2016 Table and Plan Sheet 1 copy attached.

Recommended by: Robert P. Wadell — 5/23/2016

Engineer - Wadell Engineering Corporation — **Date**

Approved by:

Owner - County of Inyo — **Date**

Accepted by:

Contractor - Pave-Tech, Inc. — **Date**

Concurred by: N/A

State Aeronautics (if applicable) — **Date**

Approved by:

Federal Aviation Administration — **Date**

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-06-0024-17-2015 &18-2016 **CHANGE ORDER NO.** 2

AIRPORT BISHOP AIRPORT **LOCATION** BISHOP, CA

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change and location.

This change order documents the agreement between the County of Inyo and the Contractor to identify the specific work to be constructed based on the awarded contract amount.

2. Reason for the change

Since design and bidding in 2015, previous cracks have increased in width from Type A1 sealing to Type A2 and some Type A3 repairs. These increased crack widths require an increase level of repair.

3. Justifications for unit prices or total cost.
Pricing is based on the Contractor bid with agreed modifications by county and contractor staff. The unit price of asphalt for Change Order #1 was calculated to an increased amount of $258.33 to compensate the contractor for the $10,000 cost of a new local plant mix design to meet project requirements. Since that mix design will be paid as part of the Change Order #1 asphalt, the unit price for Change Order #2 is reduced to the previously agreed unit price of $250.00 per accepted ton in place. The Contractor requested $2500 for mobilization. It was agree to pay $2500 plus 10% markup.

4. The sponsor's share of this cost is available from:
The Airport Fund. Since this is work in addition to the original FAA grant in 2015, a new entitlement grant #3-06-0024-18-2016 has been requested to perform this and additional work.

5. If this is a supplemental agreement involving more than $2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒.

6. Has consent of surety been obtained? Yes ☐ Not Necessary ☒.

7. Will this change affect the insurance coverage? Yes ☐ No ☒.

8. If yes, will the policies be extended? Yes ☐ No ☐.

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes ☒ No ☐ When 5/12/2016 With Whom Manson Wong, Project Manager
Comment None

Submit 4 copies to the FAA

Airfield Pavement Crack Repair, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project

Bishop Airport

AIP Project No. 3-06-0024-17-2015

County Project No. TR-15-026

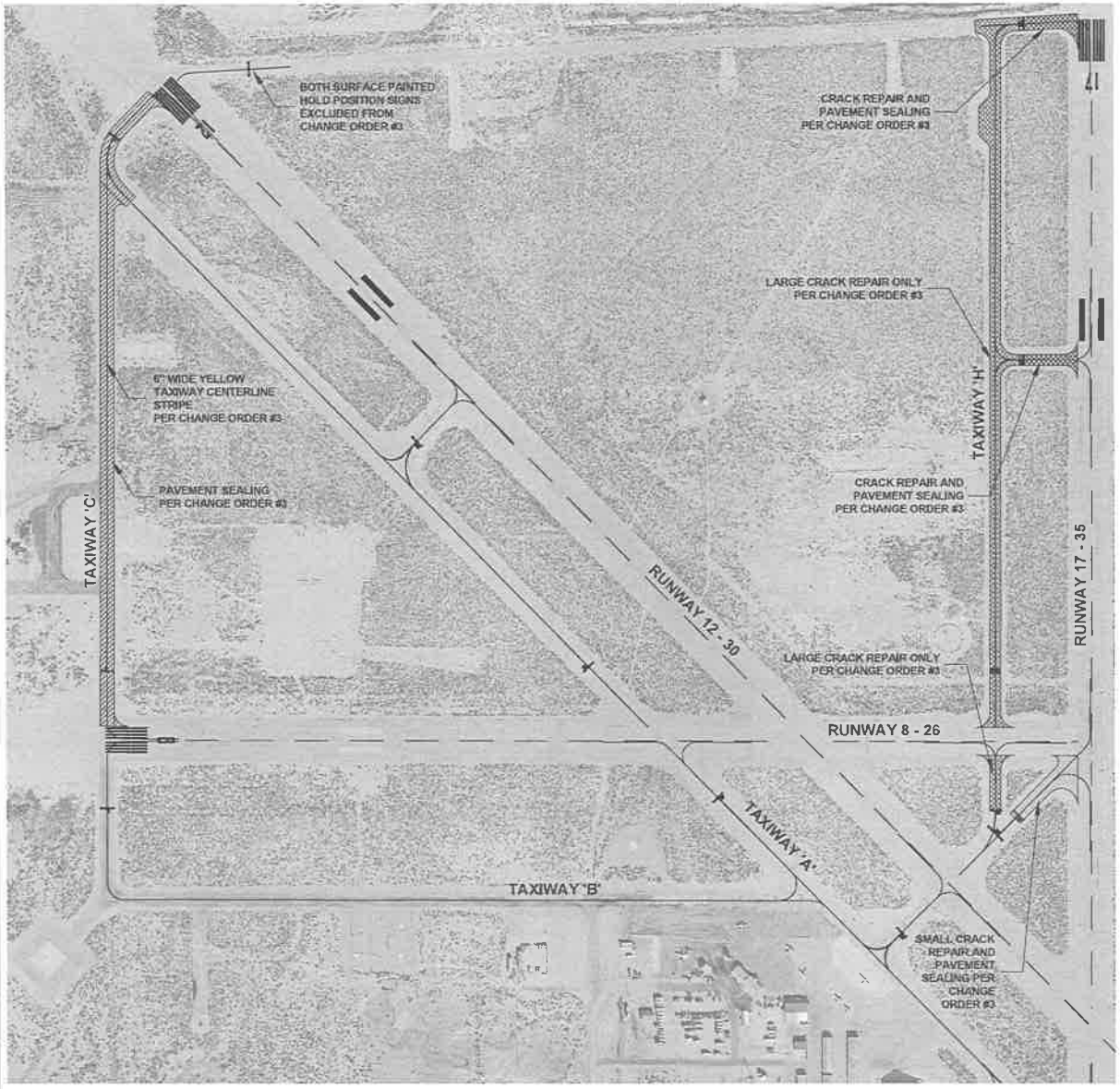
Change Order #2 - Scope of Work as of 5/23/16

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
	Schedule A: Base Bid				
1	Crack Repairs - Medium - Detail A2 (P-101) Field Identified on 5-11-2016	4,381	LF	$ 10.00	$ 43,810.00
2	Crack Repairs - Large - Detail A3 (P-101) Field Identified on 5-11-2016	153	LF	$ 10.00	$ 1,530.00
3	Hot Mix Asphalt for Detail A2 and Detail A3 Crack Repairs (P-101) Field Identified on 5-11-2016	201.50	TONS	$ 250.00	$ 50,375.00
	TOTAL SCHEDULE A BASE BID				**$ 95,715.00**
	Schedule A: Bid Additives				
A3	Micro-Mill Taxiway C (P-101) See Note 1 Below	10,918	SY	$ 2.15	$ 23,473.70
A3.1	Mobilization for Micro-Mill Taxiway C (P-101) with 10% markup	1	LS	$ 2,750.00	$ 2,750.00
	TOTAL SCHEDULE A BID ADDITIVES				**$ 26,223.70**
	TOTAL SCHEDULES A AND B BASE BID WITH BID ADDITIVES				**$ 121,938.70**

NOTE 1 **Micro-Milling shall (1) remove curled and shoved raised pavements and (2) mill all surfaces throughout the entire work area to eliminate surface roughness. The process shall grind/mill all surfaces so that every square yard of surface shall be abraded and milled. The millings shall be stockpiled on site at the direction of the Engineer. The surface shall be swept clean for subsequent crack sealing and seal coating.**

Airfield Pavement Crack Repair, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project
Bishop Airport
AIP Project No. 3-06-0024-17-2015 & 18-2016
County Project No. TR-15-026
Change Order #3 - Scope of Work as of 5/16/16

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
	Schedule A: Base Bid				
	Crack Repair and Pavement Sealing on R/W 17-35 exits 0.5' beyond SPHPS				
	and only Large Crack Repair on T/W H south of T/W A				
2	Crack Repairs - Small - Detail A1 - Not Mapped (P-101)	1	LS	$ 3,257.55	$ 3,257.55
3	Crack Repairs - Medium - Detail A2 (P-101)	0	LF	$ 10.00	$ -
4	Crack Repairs - Large - Detail A3 (P-101)	5,424	LF	$ 10.00	$ 54,240.00
5	Hot Mix Asphalt for Detail A2 and Detail A3 Crack Repairs (P-101)	464	TONS	$ 250.00	$ 116,066.71
7.0	Pavement Sealing	10,949	SY	$ 1.75	$ 19,161.36
	Pavement sealing on T/W 'C' between R/W 8-26 and R/W 12-30				
7.1	Pavement Sealing	14,023	SY	$ 1.75	$ 24,539.48
	TOTAL SCHEDULE A BASE BID				**$ 217,265.10**
	Schedule A: Bid Additives				
A7	Lighted Runway Closure Crosses	2	EA	$ 15,000.00	$ 30,000.00
	TOTAL SCHEDULE A BID ADDITIVES				**$ 30,000.00**
	Schedule B: Base Bid - Paint Markings				
3	Airfield Yellow Pavement Marking With Beads (P-620)	811	SF	$ 1.18	$ 956.98
5	Surface Painted Holding Position Signs	18	EA	$ 450.00	$ 8,100.00
	TOTAL SCHEDULE B BASE BID				**$ 9,056.98**
	TOTAL SCHEDULES A AND B BASE BID WITH BID ADDITIVES				**$ 256,322.08**



CHANGE ORDER #3 SCOPE OF WORK

SCHEDULE A - BASE BID - PAVEMENT REPAIRS & SEALING

ALL CRACK REPAIR AND PAVEMENT SEALING ON R/W 17-35 EXITS, 'H', 'A' WEST & EAST, 'J' AND 'D', 0.5 FEET BEYOND RED SURFACE PAINTED HOLDING POSITION SIGNS

SMALL CRACK REPAIR AND PAVEMENT SEALING, ONLY, ON R/W 17-35 EXIT 'F', 0.5 FEET BEYOND RED SURFACE PAINTED HOLDING POSITION SIGNS

LARGE CRACK REPAIR ONLY, ON T/W 'H' FROM EXIT H TO THE INTERSECTION OF T/W H & A

LARGE CRACK REPAIR ONLY, ON T/W 'H' SOUTH OF R/W 8-26 TO THE RED SURFACE PAINTED HOLDING POSITION SIGNS.

LARGE CRACK REPAIR ONLY, ON T/W 'H' NORTH OF R/W 8-26 TO THE INTERSECTION OF T/W 'H' & 'D'

LARGE CRACK REPAIR ONLY, ON T/W 'A', 'A1' AND 'A2' SOUTHEAST OF R/W 17-35

PAVEMENT SEALING ONLY, ON T/W 'C' BETWEEN R/W 8-26 AND R/W 12-30

SCHEDULE A - BID ADDITIVES

LIGHTED RUNWAY CLOSURE CROSSES

SCHEDULE B - BASE BID PAINT MARKING

YELLOW PAINT

6" WIDE TAXIWAY CENTERLINE MARKING WITH BEADS ON T/W 'C' BETWEEN R/W 8-26 AND R/W 12-30

RED PAINT

RIGHT SIDE RED SURFACE PAINTED HOLD POSITION SIGNS
(DELETED T/W D @ 12, T/W E @ 26 & 30)

SEE QUANTITY WORKSHEET FOR THIS SCHEDULE B WORK
NOTE:NO BID ADDITIVE PAINT MARKINGS SHALL BE DONE UNDER THIS CHANGE ORDER.

LEGEND:

- SMALL, MEDIUM & LARGE CRACK REPAIR AND PAVEMENT SEALING
- SMALL CRACK REPAIR AND PAVEMENT SEALING
- LARGE CRACK REPAIR
- AREA WITH PAVEMENT SEALING ONLY

N

SCALE IN FEET
0 200 400

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT – SCALE REDUCED ACCORDINGLY

AIP NO. 3-06-0024-017-2015

BISHOP AIRPORT
A COUNTY OF INYO AVIATION FACILITY
BISHOP CALIFORNIA

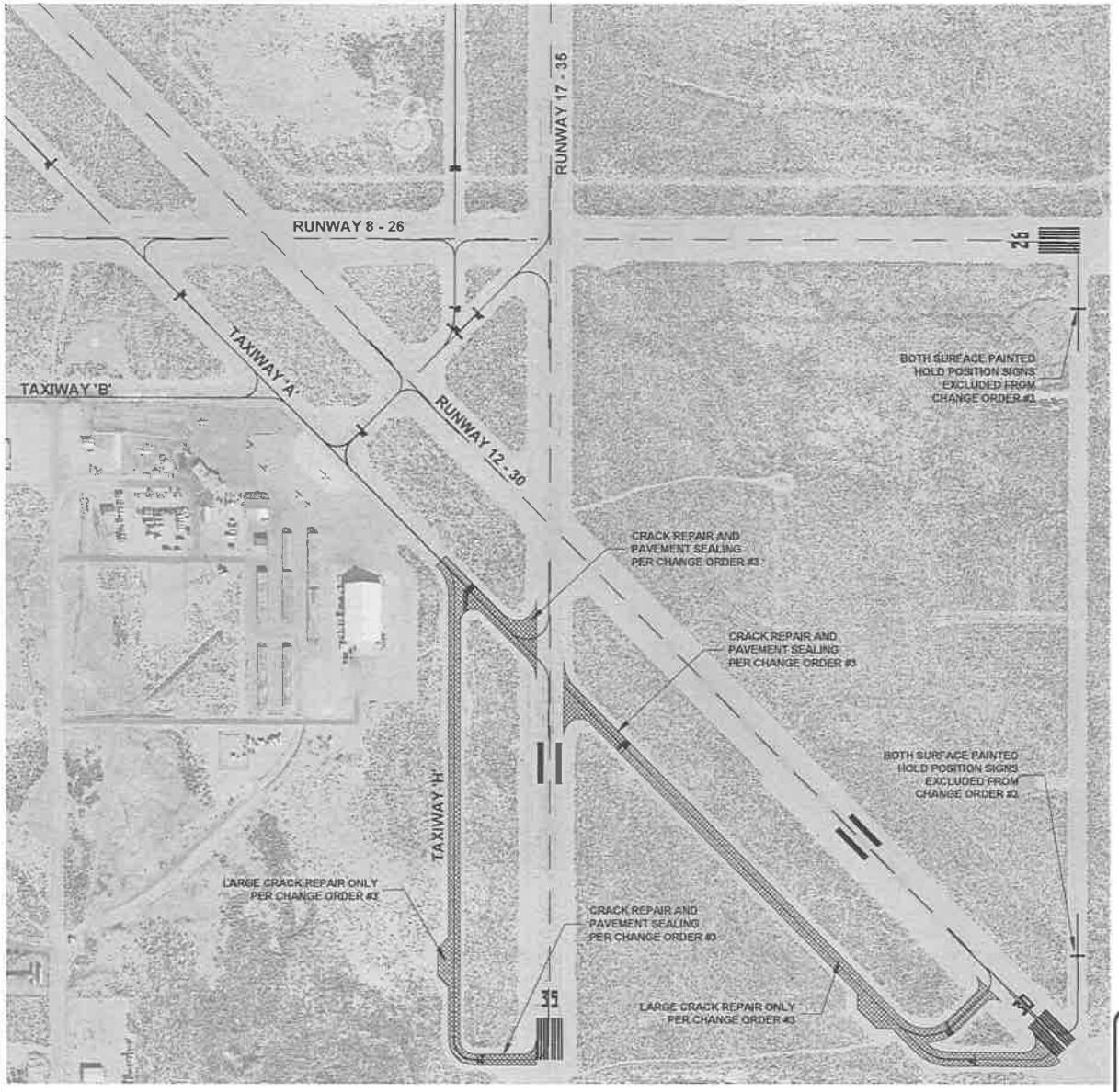
CHANGE ORDER #3
SCOPE OF WORK

DRAWING 1 OF 2

SCALE AS SHOWN

DATE 5-12-16

WADELL ENGINEERING CORPORATION AIRPORT PLANNING • ENGINEERING • MANAGEMENT san francisco bay area



CHANGE ORDER #3 SCOPE OF WORK

SCHEDULE A - BASE BID - PAVEMENT REPAIRS & SEALING

ALL CRACK REPAIR AND PAVEMENT SEALING ON R/W 17-35 EXITS, 'H', 'A' WEST & EAST, 'J' AND 'D', 0.5 FEET BEYOND RED SURFACE PAINTED HOLDING POSITION SIGNS

SMALL CRACK REPAIR AND PAVEMENT SEALING, ONLY, ON R/W 17-35 EXIT 'F', 0.5 FEET BEYOND RED SURFACE PAINTED HOLDING POSITION SIGNS

LARGE CRACK REPAIR ONLY, ON T/W 'H' FROM EXIT H TO THE INTERSECTION OF T/W H & A

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LARGE CRACK REPAIR ONLY, ON T/W 'H' NORTH OF R/W 8-26 TO THE INTERSECTION OF T/W 'H' & 'D'

LARGE CRACK REPAIR ONLY, ON T/W 'A', 'A1' AND 'A2' SOUTHEAST OF R/W 17-35

PAVEMENT SEALING ONLY, ON T/W 'C' BETWEEN R/W 8-26 AND R/W 12-30

SCHEDULE A - BID ADDITIVES

LIGHTED RUNWAY CLOSURE CROSSES

SCHEDULE B - BASE BID PAINT MARKING

YELLOW PAINT

6" WIDE TAXIWAY CENTERLINE MARKING WITH BEADS ON T/W 'C' BETWEEN R/W 8-26 AND R/W 12-30

RED PAINT

RIGHT SIDE RED SURFACE PAINTED HOLD POSITION SIGNS
(DELETED T/W D @ 12, T/W E @ 26 & 30)

SEE QUANTITY WORKSHEET FOR THIS SCHEDULE B WORK
NOTE:NO BID ADDITIVE PAINT MARKINGS SHALL BE DONE UNDER THIS CHANGE ORDER.

LEGEND:

- SMALL, MEDIUM & LARGE CRACK REPAIR AND PAVEMENT SEALING
- SMALL CRACK REPAIR AND PAVEMENT SEALING
- LARGE CRACK REPAIR

N

SCALE IN FEET
0 200 400

IF SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT – SCALE REDUCED ACCORDINGLY

AIP NO. 3-06-0024-017-2015

NO.	DATE	BY	REVISIONS

BISHOP AIRPORT
A COUNTY OF INYO AVIATION FACILITY
BISHOP CALIFORNIA

CHANGE ORDER #3
SCOPE OF WORK

DRAWING 2 OF 2

SCALE AS SHOWN

DRAWN WEC CHECKED BPW DESIGNED BAL JOB NUMBER 1471 DRAWING NUMBER DATE 5-12-16

WADELL ENGINEERING CORPORATION AIRPORT PLANNING · ENGINEERING · MANAGEMENT san francisco bay area

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: Public Works

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Agreement between the County of Inyo and the Los Angeles Department of Water and Power (LADWP) for approval of construction of Phase II of the Dehy Park Improvement Project ("Project").

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the agreement between The County of Inyo and the LADWP for Permission of Entry for the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the March 1, 2016 meeting of the Board of Supervisors your Board approved the plans and specifications for authorization for the Public Works Director to advertise for bids for the project.

The Project is to improve the eastern and northern portions of the park. The project includes parking lot improvements, installation of a new footbridge over the creek and a path north of the creek connecting to the existing bridge, a native rock garden, and the trail to the museum.

Dehy Park is located on a piece of land that is leased to the County of Inyo from LADWP. In order for the improvement project to take place, the County of Inyo must enter into an agreement with LADWP to allow permission to construct the Project.

ALTERNATIVES:

Not approve the agreement. This is not recommended because we would then be unable to improve Dehy Park.

OTHER AGENCY INVOLVEMENT:

County Counsel to review the Agreement for Permission of Entry.

FINANCING:

There is no financial impact of this agreement.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 5/18/16
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: N/A Date
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/27/16

Los Angeles Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

April 25, 2016

Ms. Chantel R. Brown
County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526

Dear Ms. Brown:

Subject: Dehy Park Improvement Project Phase II - Independence - Inyo County

This is in response to your letter dated July 8, 2015, to Mr. Donald McGhie, Senior Real Estate Officer, requesting approval for construction of Phase II of the Dehy Park Improvement Project. The project is located on City of Los Angeles property located in Independence, Inyo County and covered under Business Lease No. BL-1357 (BL-1357).

Permission is contingent on the Los Angeles Department of Water and Power (LADWP) receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this letter to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If it has not been returned within 30 days, we will assume that you no longer plan to do this work and this permission shall be considered null and void.

This permission is subject to the following terms and conditions:

1. The County of Inyo (County) hereby acknowledges and agrees that it is willing to construct the proposed improvements, regardless of the fact that said lease BL-1357 has expired and is currently in hold-over status. LADWP is willing to recommend to its Board of Water and Power Commissioners that said lease be renewed, however, LADWP has no obligation in this regard and makes no representation or guarantee as to future disposition of the leased property.

2. Construction of the improvements shall be completed by December 31, 2016. If additional time is needed, it will be necessary for you to telephone our Real Estate office at (760) 873-0370 and request an extension.

3. The permission granted herein is for the improvement work as described and shown on the construction drawings you provided. If you desire to make additional improvements at this site, the proposed work must be approved, in writing, prior to commencing any additional work.

4. On Sheet 2, Detail G8 of the construction drawings, the note states "All deck elements shall clear ordinary high water mark (OHWM) by 6" minimum." LADWP recommends 2' clearance above OHWM.

5. County shall be responsible for minimizing erosion of creek banks near the bridge footings and agrees to install scour shields, if determined necessary, at the request of LADWP.

6. The construction drawings call for removal of several trees. No more than three days prior to tree removal, please contact Ms. Lori Gillem, Watershed Resources Specialist, at (760) 873-0407 to arrange for the trees to be surveyed for nesting birds and cleared for removal.

7. LADWP shall have the opportunity to review and approve the storm water pollution and prevention plan (SWPPP) prior to commencement of construction.

8. It shall be your responsibility to obtain any necessary permits and to ensure compliance with all applicable requirements. A copy of all permits shall be submitted to LADWP prior to construction.

9. Please notify LADWP when the improvements have been completed to schedule an inspection and update the inventory records.

10. The acceptance and exercise of this permission shall be without liability or expense to the City of Los Angeles and the Department of Water and Power.

11. All terms and conditions of BL-1357 shall remain in full force and effect. Any conflict between this permission and the provisions of BL-1357 shall be controlled by the latter.

If you have any questions regarding this permission, please write to LADWP's office at the above-noted address, or you may contact Mr. Scott Cimino, Real Estate Officer, at (760) 873-0369 or (760) 873-0370. Again, this permission will not be valid unless a signed copy of this letter has been returned to LADWP.

Sincerely,

James G. Yannotta
Manager of Aqueduct

SC:fj
Enclosure (to be signed and returned)
c: Mr. Donald McGhie
Ms. Lori Gillem
Mr. Scott Cimino
Real Estate

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS PERMISSION AS BINDING ON BEHALF OF THE ENTITY TO WHOM SAID PERMISSION IS GRANTED.

DATED: _____

BY: _____
SIGNATURE

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: Public Works

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Resolution regarding specific annual special event/encroachment permits with road closures, Bishop Fire Department 4th of July fireworks show, Bishop Piute Palace July 3rd fireworks show, Round Valley School Jog-A-Thon fundraiser, and the bi-yearly Sierra Nevada Big Horn Sheep Capture event held by the Department of Fish and Game.

DEPARTMENTAL RECOMMENDATION:

Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Delegating Authority to the Public Works Director or Designee to Issue Special Event Permits for Certain Regularly Occurring Special Events and to Authorize Related Road Closures."

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The attached resolution accepts road closures/no parking areas during the following annual events listed below;

A. The City of Bishop and the Bishop Volunteer Fire Department sponsored a Fourth of July fireworks display at the Bishop Airport. The City of Bishop/Volunteer Fire Department will post the required signs and the California Highway Patrol and Inyo County Sheriff's Department have indicated they will provide enforcement and patrol. The County will provide the cones and barricades needed for the listed parking restrictions.

   The Public Works Department requests your Board implement temporary no parking zones on July 4 at the following locations from 6:00 A.M. to 12:00 A.M.;

   1. The north and south shoulders of East Line Street / Poleta Road beginning at the Bishop Creek canal and terminating approximately one half mile east of Airport Road;

   2. The east and west shoulders of North Airport Road from the intersection of east Line Street/Poleta Road to approximately one quarter mile north;

   3. The north and south shoulders of Wye Road at the intersection of Spruce Street to the gate entrance of the airport;

B. The Paiute Palace sponsored July 3rd fireworks display held at the Paiute Palace Casino on US 395 and PA HA Lane in Bishop. PA HA Lane will be closed at the Intersection of US 395 continuing south for approximately 200 yards. The closure will be between the hours of 8:30 P.M. to 10:00 P.M.

C. The Round Valley School sponsors a Jog - a – Thon Fundraiser held annually on the 3rd Friday of May. The Jog - a – Thon is held east of the Round Valley School on N. Round Valley Rd from the intersection of Pine Creek Road to the intersection of Vanadium Ranch Road. The closure hours will be from 8:00 A.M. to 10:30 A.M.

D. The Department of Fish and Game (DFG) requests an encroachment permit by-yearly for the Sierra Nevada Big Horn Sheep Capture event. The last two (2) weeks of October and the last two (2) weeks of March is the window for their one (1) day twice a year capture event, the two (2) week window is needed for optimal weather conditions for the helicopter used to transport the Big Horn Sheep. The closures will be a portion of Tinemaha Road/Old 395 about 6 miles South of Aberdeen, and Hogback Road just off of Whitney Portal Road.

ALTERNATIVES:

The Board could choose to not approve the Resolution regarding the proposed road closures for these events. This is not recommended as approval of this resolution would save staff/Board time with a one-time approval.

FINANCING: N/A

OTHER AGENCY INVOLVEMENT:

The City of Bishop, The Bishop Volunteer Fire Department, The California Highway Patrol and The Inyo County Sheriff's Department, Paiute Palace Casino, Round Valley School and Department of Fish and Game.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: [signature] Date 05/25/2016
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) [signature] Date:_____

RESOLUTION #2016 -

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA DELEGATING AUHTORITY TO THE PUBLIC WORKS DIRECTOR OR DESIGNEE TO ISSUE SPECIAL EVENT PERMITS FOR CERTAIN REGULARLY OCCURRING SPECIAL EVENTS AND TO AUTHORIZE RELATED ROAD CLOSURES

WHEREAS, the organizers of special events in Inyo County annually apply to Inyo County Board of Supervisors to for road closures required in conjunction with special events; and

WHEREAS, Inyo County notes that the following special events and related road closures are conducted annually in Inyo County as follows:

A. Bishop Volunteer Fire Department/City of Bishop sponsored 4th of July fireworks show held at the Bishop Airport. Temporary no parking zones are required for this special event from 6:00 A.M. to 12:00 A.M at the following locations:

   1. The north and south shoulders of East Line Street/Poleta Road beginning at the Bishop Creek canal and terminating approximately one half mile east of Airport Road;

   2. The east and west shoulders of North Airport Road from the intersection of East Line Street/Poleta Road to approximately one quarter mile north;

   3. The north and south shoulders of Wye Road at the intersection of Spruce Street to the gate entrance of the airport;

B. The Paiute Palace sponsored July 3rd fireworks display held at the Paiute Palace Casino on US 395 and Pa Ha Lane in Bishop. Pa Ha Lane will be closed at the intersection of US 395 and continuing south for approximately 200 yards between the hours of 8:30 P.M. to 10:00 P.M.

C. The Round Valley School Sponsored Jog-a-Thon Fundraiser held annually on the 3rd Friday of May. The Jog-a-Thon is held east of Round Valley School on North Round Valley Road from the intersection of Pine Creek Road to the intersection of Vanadium Ranch Road. The closure hours will be from 8:00 A.M. to 10:30 A.M.

D. The Department of Fish and Game hold a by- yearly event to capture Sierra Nevada Big Horn Sheep. The capture takes place the last two weeks of October and the last two weeks of March on Tinemaha Road/Old 395 about 6 miles south of Aberdeen, and Hogback Road just off of Whitney Portal Road.

WHEREAS, the organizers of the special events described above and the County desire to streamline the process required for obtaining required authorizations for the above-listed special events and related road closures.

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NOW, THEREFORE, BE IT RESOLVED, the County of Inyo delegates the authority to the Public Works Director, or designee, to issue permits for the above-listed special events, and, in conjunction with issuing said permits, the authority to authorize the related road closures listed above.

Passed, approved and adopted this _____ day of _____, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeff Griffiths, Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

By _____
Kevin Carunchio, Clerk

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 ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Shoshone Sheriff Modular Window Replacement – Bid Rejection

DEPARTMENTAL RECOMMENDATION:

A. Recommend the Board declare the bids submitted by Pahrump Valley Glass and Painting & Décor, Inc. for the Shoshone Sheriff Modular Window Replacement Project as non-responsive; and
B. Authorize the Public Works Director to readvertise and bid the Project using the same scope of work or work with the lowest bidder to accomplish the job.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On May 4, 2016 bids were opened for the Shoshone Sheriff Modular Window Replacement Project. As a result, two bids were received; one from Pahrump Valley Glass and the other from Painting & Décor, Inc. Pahrump Valley Glass submitted their bid with a total amount of $3,905.82, however, they did not include a bid bond as required bid documents and Public Contract Code. Painting & Décor, Inc. Submitted their bid with a total bid amount of $17,300.00 which exceeds the engineers estimate by one hundred and four percent (104%).

ALTERNATIVES:

Not approve the readvertisement of the project. This is not recommended, as the improvements are needed to maintain the integrity of the modular structure.

OTHER AGENCY INVOLVEMENT:

The Public Works Department
County Counsel
Auditor

FINANCING:

The funds for this project have been included in the Deferred Maintenance Budget (011501) Maintenance of Structures object code (5191) for FY 2015-16.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 5/20/16
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 05/25/2016
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: 5/25/16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
26

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

FROM: Public Works

FOR THE BOARD MEETING OF: JUN - 7 2016

SUBJECT: Amendment One to the Lease agreement between The City of Bishop and the County of Inyo for 301 West Line Street

DEPARTMENTAL RECOMMENDATIONS:

A. Recommend your Board approve Amendment One to the Lease with The City of Bishop, for office space at 301 Wes Line Street in Bishop, changing the annual increases not to exceed the following payment schedule based on square footage:

1. July 1, 2016-June 30, 2017 $1.22 per square foot x 2509 square feet = $3,060.98 /month*
2. July 1, 2017-June 30, 2018 $1.26 per square foot x 2509 square feet = $3,161.34/month*
3. July 1, 2018-June 30, 2019 $1.29 per square foot x 2509 square feet = $3,236.61/month*
4. July 1, 2019-June 30, 2020 $1.33 per square foot x 2509 square feet = $3,336.97/month*

*Includes water, sewer, electricity and propane.

For County Offices located at 301 West Line Street in Bishop, contingent upon obtaining the appropriate signatures, contingent upon the Board's ability to fund the lease in adopting future budgets.

B. Authorize the Chairman of the Board to sign Amendment One.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On August 11, 2015, your Board approved a lease agreement for office space rental at 301 West Line Street in Bishop, for the period of July 1, 2015 through June 30, 2020, in an amount not to exceed the amounts attached to the fee schedule above. We have received a request from City of Bishop indicating the original fee schedule was completed incorrectly due to a mathematical error when they completed the fee schedule. Due to an oversight, the lease was previously executed between the County and the City of Bishop. This proposed action would correct this error.

ALTERNATIVES:

Your Board could choose not to approve the Amendment. This is not recommended, as there are several County employees stationed at this location and we would not have an alternative location for them.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditors

FINANCING:

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 5/18/16
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 5/24/2016
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: 5/25/16

EXHIBIT B
FEE STRUCTURE
CLARK WING LEASE
(COUNTY OF INYO)

1. Base space rent shall be for 2509 square feet of Clark Wing space which includes adjacent hall way and public spaces.

   Lessee shall pay Lessor the sums listed in the payment schedule below for all space leased (2509 sq. ft.) hereunder, payable in advance of each fiscal year (July 1-June 30), commencing as of the first day of July 2015.

   PAYMENT SCHEDULE:

   July 1, 2015 - June 30, 2016 $1.18 per square foot x 2509 square feet = $2,960.62/month*
   July 1, 2016 - June 30, 2017 $1.22 per square foot x 2509 square feet = $3,060.98/month*
   July 1, 2017 - June 30, 2018 $1.26 per square foot x 2509 square feet = $3,161.34/month*
   July 1, 2018 - June 30, 2019 $1.29 per square foot x 2509 square feet = $3,236.61/month*
   July 1, 2019 - June 30, 2020 $1.33 per square foot x 2509 square feet = $3,336.97/month*

   * Includes water, sewer, electricity and propane.

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
27

FROM: Public Works Department

FOR THE BOARD MEETING OF: JUN 7 2016

SUBJECT: Award and approval of the construction contract for Dehy Park Improvement Project Phase II ("Project") to Spiess Construction Co. Inc., of Santa Maria, California ("Spiess Construction") in the amount of $331,803.00.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

A. Award the bid for the project to Spiess Construction Co. Inc. of Santa Maria, California in the amount of $331,803.00; and

B. Approve the construction contract for the project to Spiess Construction Co. Inc. of Santa Maria, California in the amount of $331,803.00; and

C. Authorize the chairperson to execute the Project contract; contingent upon obtaining appropriate signatures and upon adoption of future budgets; and

D. Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the March 1, 2016 meeting of the Board of Supervisors your Board approved the plans and specifications for the Dehy Park Project and authorized the Public Works Director to advertise for bids.

The Project is to improve the eastern and northern portions of the park and parking lot improvements, installation of a new footbridge over the creek, a path north of the creek connecting to the existing bridge and the trail to the museum, and a rock garden approved by the Fort Independence Indian Reservation.

On Friday March 25, 2016, bids were opened for the Project and three (3) companies submitted bids:

Spiess Construction Co., Inc. of Santa Maria, Califronia	$331,803.00
Four Point Engineering of Wellington, Neveda	$378,380.00
Doug Clair, Inc. of Bishop, California	$393,470.00

Because the project is Federally funded, the bidders were also required to comply with the County's Disadvantaged Business Enterprise (DBE) Program to be considered responsive to the requirements of the bid proposal. Each bidder was required to submit documentation that the bidder can meet or exceed DBE contract goal for subcontractor participation, or submit documentation of adequate Good Faith Efforts to make work available to DBE subcontractors.
The County will be reimbursed up to a total of $650,000. Therefore, because there is adequate funding for the Project and the low bidder Spiess Construction Co. Inc. has been deemed responsive to the

requirements of the bid proposal by County Counsel, the Public Works Department recommends your Board award the contract for the Dehy Park Improvement Project Phase II for construction to Spiess Construction Co. Inc.

ALTERNATIVES:
Your Board could reject all bids. This is not recommended because a delay may affect the availability of Federal funds.

OTHER AGENCY INVOLVEMENT:
The Auditor's office to make payments to the contractor after the contract is awarded.
County Counsel to review and approve contract documents.
Caltrans to reimburse the County for project costs as described.

FINANCING:
The cost for the construction and construction engineering will be paid through budget unit 670105, Dehy Park Grant Programs, object code ~~5265, Professional and Special Services~~ 5708 Construction in Progress. This Project is reimbursable at the billing rates: construction and construction engineering – 100% Federal funding.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 5/18/16
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 5/23/2016
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/23/16

CONTRACT

for the

DEHY PARK IMPROVEMENT PROJECT PHASE II

THIS CONTRACT is awarded by OWNER to CONTRACTOR on, and made and entered into effective as of _____, (by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter "OWNER")), and Spiess Construction Co. Inc., of Santa Maria, Calilfornia (hereinafter "CONTRACTOR"), for construction of the **DEHY PARK IMPROVEMENT PROJECT PHASE II** (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: **DEHY PARK IMPROVEMENT PROJECT PHASE II**

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

Three Hundred Thirty-one Thousand Eight Hundred Three Dollars and No Cents ($331,803.00), adjusted by such increases or decreases as authorized in accordance with the contract documents, and payable at such times and upon such conditions as otherwise set forth in the contract documents.

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

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

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

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

C O N T R A C T
for the
DEHY PARK IMPROVEMENT PROJECT PHASE II

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

OWNER

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

CONTRACTOR

_____

By: _____

Name: _____

Title: _____

Dated: _____

Taxpayer's Identification or Social Security Number:

_____

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

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
28

FROM: Road Department

FOR THE BOARD MEETING OF: June 7, 2016
SUBJECT: Approval of Road Cost Accounting Maintenance & Support Services for 2016-17

DEPARTMENTAL RECOMMENDATIONS:
Request approval of the agreement between the County of Inyo and Cascade Software Systems, Inc. (CSS), for the provision of Software Maintenance and Support Services for the Road Department's Cost Accounting Program (CAMS), in an amount not to exceed $13,214.30 for the period of July 1, 2016 through June 30, 2017 and authorize the chairperson to sign, contingent upon the Board's adoption of the 2016-17 fiscal year budget.

CAO RECOMMENDATIONS:
SUMMARY DISCUSSION:
Your Board on March 21, 1995 approved the contract and installation of the Cascade Software's Road Department Cost Accounting Software. This software program has been maintained by the contractor, as per the original agreement and each year provides the necessary technical support on all upgrades specific to the cost accounting. The State Controller's office is extremely pleased with our audit each year as Cascade Software System has been developed specifically to provide the State with exactly what it requires.

ALTERNATIVES:
To not approve the contract would cause extreme difficulty in obtaining any technical support for the system. There are no other vendors that have this protected and exclusive program, nor are there any individuals that are not employed by Cascade Software who can provide us with the technical support and upgrades to this specific system.

OTHER AGENCY INVOLVEMENT:
County Counsel, Auditor's Office, Cascade Software, Inc.

FINANCING:
To be budgeted in the Road Department Budget Unit 034600, object 5265 for Fiscal Year 2016-17

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: Yes Date 5/7/16
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 5/19/2016
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: 5/23/16

A G R E E M E N T

for

MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Cascade Software Systems, Inc.	County of Inyo
P.O. Box 10723	Department of Public Works
911 Country Club Road, Suite 320	P.O. Drawer Q
Eugene, OR 97401	Independence, CA 93526
(CONTRACTOR)	(COUNTY)

AGREEMENT MADE AND ENTERED INTO this 1st day of July, 2016, by and between the County of Inyo, a political subdivision of the State of California, located at Independence, California, (hereinafter referred to as the "COUNTY"), and Cascade Software Systems, Inc., an Oregon corporation, having its principal place of business at 911 Country Club Road, Suite 320, Eugene, Oregon, 97401 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

Section 1
DEFINITIONS

1.1 "CAMS" shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Inyo County Department of Public Works.

1.2 "Confidential Information" shall mean private information of COUNTY personnel files or other files which if disclosed to a third party could result in a compromise of the interests of the

COUNTY or its personnel.

1.3 "CONTRACTOR" shall mean Cascade Software Systems, Inc.

1.4 "COUNTY" shall mean the County of Inyo.

1.5 "Minor Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.

1.6 "Major Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

Section 2

SCOPE OF WORK

2.1 Nature of Work

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.

2.2 CAMS Maintenance

CONTRACTOR shall provide CAMS Maintenance as follows:

2.2.1 Introduction

CONTRACTOR will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

2.2.2 Notification and Determination of Problem Magnitude

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.). During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

2.2.3 Performance Effort for Minor and Major Problem

CONTRACTOR will provide a resolution plan within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.), excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan shall provide for CONTRACTOR to remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

2.3 CAMS System Services

CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

2.4 Telephone Support

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m.) of CONTRACTOR, obtain telephone consultation covering the use of CAMS.

CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more that one hour per week.

Section 3

AMENDMENTS AND MODIFICATIONS

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY's Project Manager and CONTRACTOR's Representative.

Section 4

PAYMENTS

4.1 CAMS Maintenance

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on July 1, 2016, a fee for a total of $ 8,310.43. COUNTY and CONTRACTOR have agreed that the rates to be charged by CONTRACTOR for performing such services are those as set forth in Attachment A hereto. In addition CONTRACTOR will perform all System Updates Installation services for COUNTY in exchange for the fee specified by Attachment B hereto.

4.2 CAMS Systems Services

COUNTY shall pay CONTRACTOR the annual maximum not-to-exceed amount of up to $ 1,500.00 for all services performed under Subsection 2.3 of this Agreement. Payment will be made upon receipt of valid invoice specifying the services provided, dates of services, labor hours required, and the rate per labor hour. System Services invoices shall be reviewed and approved by the designated Project Manager.

4.3 AGREEMENT Total Not To Exceed Amount

The total amount paid to CONTRACTOR shall not exceed:

CAMS Maintenance (4.1)	$ 8,310.43
CAMS Updates Installation Services (4.1)	$ 3,403.77
CAMS System Services (4.2)	$ 1,500.00
CAMS Travel Expenses (4.4)	$ 0.00
CAMS Administrative Expenses (4.4)	$ 0.00
Total Not to Exceed Amount	$13,214.20

4.5 Federal and State Taxes

4.5.1 Except as provided in subparagraph 4.5.2 below, COUNTY will not withhold any federal

or state income taxes or social security from any payments made by COUNTY to CONTRACTOR under the terms and conditions of this Agreement.

4.5.2 COUNTY will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to CONTRACTOR under this Agreement for services rendered by CONTRACTOR inside of California will exceed one thousand four hundred ninety-nine dollars ($ 1,499.00). Services provided by Contractor outside California will not be subject to California State income tax withholdings.

4.5.3 Except as set forth above, COUNTY has not obligation to withhold any taxes or payments from sums paid by COUNTY to CONTRACTOR under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of CONTRACTOR. COUNTY has no responsibility or liability for payment of CONTRACTOR's taxes or assessments.

4.5.4 The total amounts paid by COUNTY to CONTRACTOR, and taxes withheld from payments to non-California residents, if any, will be reported to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, CONTRACTOR shall complete and submit to the COUNTY an Internal Revenue Service (IRS) Form W-9, upon executing this Agreement.

4.6 Invoices and Prompt Payment Due

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of a valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services; or, of a valid invoice for CAMS Expenses. Invoices shall be sent to:

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

Section 5
PROJECT MANAGEMENT AND REPORTING

5.1 COUNTY Project Manager

Upon execution of this Agreement, COUNTY shall appoint the Inyo County Road Department Fiscal Supervisor as the Project Manager. The Contractor shall appoint Aad F. Alkemade as the Contractors' Project Manager. The Contractors' Project Manager shall not be changed without the prior written consent of the County.

Section 6
TERM AND TERMINATION

6.1. This Agreement shall commence on the date first written above and shall continue for one year thereafter. CONTRACTOR will submit a written renewal notice to COUNTY with updated Rates for Subsection 4.1 "CAMS Maintenance" not later than 60 days prior to the anniversary date.

6.2 Either party may terminate this Agreement upon the occurrence of a material breach hereof by the other party, which material breach has not been cured within thirty (30) working days after receipt of written notice thereof by the breaching party from the other.

Section 7
INDEMNIFICATION AND LIABILITY

7.1 If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, grant or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.
7.2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement.

Section 8
INSURANCE
8.1 CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:
8.2 Comprehensive General Liability Insurance policy (the "Policy") in the face insurable amount of no less than one million dollars ($1,000,000.00), covering any and all possible insurable claims which can or may arise from this Agreement, including, but not limited to, infringements and trade secret claims, breach of warranty claims, breach of contract claims, third-party claims, inability to perform and force majeure, bodily injury, accidental death and property damage and similar matters, and may be in the form of a combined single limit policy.
8.3 Workers Compensation insurance in accordance with the State of California Labor Code.

Section 9
SECURITY COMPLIANCE
9.1 CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.
9.2 CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.
9.3 Within seven (7) days of expiration or termination of this Agreement, as provided herein, CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

Section 10
ENTIRE AGREEMENT
10.1 This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

Section 11
ENFORCEMENT

11.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of California and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

Section 12
INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent capacity and not as an officer or agent of the COUNTY.

Section 13
WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

Section 14
SEVERABILITY

If any part of this Agreement is found violative of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.

WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

CONTRACTOR - CASCADE SOFTWARE SYSTEMS, INC.

By:_____
AAD F. ALKEMADE, President

Date: 3/31/16

Taxpayer ID No.: 93-1180136

COUNTY OF INYO

By:_____

Date:_____

For Clerks Use Only

AGENDA NUMBER

29

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[x] Consent [Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **June 7, 2016**

SUBJECT: Approval of Payment for Sun Ridge Systems, Inc.

DEPARTMENTAL RECOMMENDATION:

A. Declare Sun Ridge Systems Inc. as sole source, and
B. Approve the purchase order and payment to Sun Ridge Systems, Inc. for RIMS annual support services in the amount of $23,865.00 from July 1, 2016 through June 30, 2017, contingent upon adoption of the 2016-2017 CAD RIMS budget 022950.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Each year, we pay a yearly fee for Annual Support Services.

ALTERNATIVES:

Not approve the purchase order and payment. This is not recommended as we need the maintenance to keep the system up to date.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funding is included in the requested 2016-2017 CAD RIMS budget 022950, Object Code 5265 Professional Services. The Warrant Automation Trust 502202 will reimburse for the JLAN portion of the bill ($1,769).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 5/2/2016
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: _____

Sun Ridge Systems, Inc.

To: Janis Odum, Inyo County Sheriff's Office

From: Carol Jackson

Subject: Quotation for RIMS Annual Support and Update Fees

Date: April 28, 2016

The following is a quotation for RIMS Annual Support and Update fees for the period of support spanning 7/1/16 - 6/30/17.

Item	Price
RIMS Annual Support Services - CAD	4,596
RIMS Annual Support Services - RMS	4,596
RIMS Annual Support Services - E911	920
RIMS Annual Support Services - Mugshot and Digital Imaging	920
RIMS Annual Support Services - InCustody	4,596
RIMS Annual Support Services - Mapping	2,006
RIMS Annual Support Services - Property Room	585
RIMS Annual Support Services - Identix	502
RIMS Annual Support Services - Collaborate	835
RIMS Annual Support Services - CLETS	1,337
RIMS Annual Support Services - TIMS	468
RIMS Annual Support Services - JALAN Link	1,769
RIMS Annual Support Services - Citizen RIMS	735
TOTAL	**$23,865**

reimbursed by War Automation Trust
502202
Budget 4998
OP IN
auditor makes the transfer.

If you have any questions please call contact Pat Richards at 530-676-8334.

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)

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. **RIMS Annual support for our record management system for the period 7/1/16 – 6/30/2017, In the amount of $23,865.00 ($1,769 is for JALAN, which will be reimbursed by the Warrant Automation Trust 502202).**	
DEPARTMENT CONTACT PERSON & TITLE Janis L. Odum, Administrative Assistant	
DEPARTMENT NAME Sheriff	PHONE Ext. 0326
REQUESTED SUPPLIER/CONSULTANT NAME Sun Ridge Systems, Inc. (PEID T021067)	SUPPLIER CONTACT PERSON Carol Jackson
SUPPLIER ADDRESS P.O. Box 5071 El Dorado Hills, CA 95762	SUPPLIER CONTACT'S PHONE NUMBER 530.676.7128

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 *Date*

_____ _____

President/CEO Approval *Date*

For Clerks Use Only

AGENDA NUMBER

30

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[] Consent [X] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **June 7, 2016**

SUBJECT: Request to fill (1) one Correctional Officer position

DEPARTMENTAL RECOMMENDATION:

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

A. The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
B. Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
C. Approve the hiring for (1) Correctional Officer position (Range 64 $3,735-$4,539)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to a recent vacancy, the Sheriff's Office has (1) Correctional Officer position unfilled. The Sheriff's Office has recently recruited for a correctional officer position. The hiring of this Correctional Officer position does fall within the Sheriff's current authorized strength.

ALTERNATIVES:

Deny the filling of (1) one Correctional Officer position.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Correctional Officer position is currently budgeted in the Board approved 2015-2016 Jail General budget (022900), and is included in the requested 2016-2017 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: [signature] Date 5/31/2016
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 5/31/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 5/31/16

For Clerks Use Only

AGENDA NUMBER

31

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[] Consent [] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **June 7, 2016**

SUBJECT: Request to promote and fill vacant Sergeant, Investigator, and Corporal positions; and fill (3) three vacant Deputy Sheriffs positions.

DEPARTMENTAL RECOMMENDATION:

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

A. The availability of funding for the requested positions comes from the General Fund, as certified by the Sheriff and concurred by the County Administrator and the Auditor-Controller; and
B. Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
C. Approve the promotion of (1) one Sergeant position (Range 74 SB-SD $5,268-$6,897)
D. Approve the promotion of (1) one Investigator position (Range 71 SB-SD $5,039-$6,595)
E. Approve the promotion of (1) one Corporal position (Range 70SB-SC $4,784-$6,262)
F. Approve the open recruitment and hiring of (3) three Deputy Sheriff's positions (Range 67SA-SC $4,149 – $5,565) and authorize up to the D step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's Office has recently had (3) three positions become vacant due to the retirement of a Sergeant, the resignation of a Corporal and an additional separation of a Deputy Sheriff. With the retirement of the Sergeant's position, we anticipate an Investigator vacancy as a result of internal promotions. The Sheriff's Office has established internal promotional lists for Sergeant, Investigator and Corporal to fill these vacant positions. The Sheriff's Office requests that your Board authorizes, pursuant to the candidate's qualifications and experience, the hiring of qualified candidates up to a D step. The promotion of the vacated positions falls within the Sheriff's Office current authorized strength. Due to promotions and separations, this results in 3 Deputy vacancies. We also request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (3) three qualified lateral/certificated candidates up to the D step, or an internal and open recruitment for an entry level applicant. Hiring of these (3) three Deputy positions falls within the Sheriff's current authorized strength.

ALTERNATIVES:

Deny the internal promotions and hiring of (3) three deputy sheriffs.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

The Sergeant, Investigator, Corporal and Deputy Sheriffs' positions are budgeted in the FY 2015-2016 Sheriff Safety budget, 022710; and are also included in the Board requested 2016-2017 Sheriff Safety budget 022710.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 5/31/2016
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 5/31/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 5-31-16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
32

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

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: June 14, 2016

SUBJECT: Transfer of Funds

DEPARTMENTAL RECOMMENDATION:

Request Board amend the FY 2015-2016 County Budget as follows: Recognize $25,000.00 in unanticipated revenue and increase District Attorney Budget 022400, Restitutions (Revenue Code #4676) by $25,000.00 and increase expenditures in Special Appropriations by $25,000.00 (Object Code #5321) (4/5's vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Through ongoing enforcement operations money is received at various times as a result of Court ordered payments by convicted criminal defendants and through Asset Forfeiture proceedings pursuant to Health and Safety Code Section 11489.

Proper procedures for processing these funds, as determined by the Board of Supervisors and the County Counsel, require that the Board recognize and appropriate these funds.

By prior action in like situations, the Board has found it fitting to appropriate such funds to District Attorney Special Appropriations (#5321) to be used for buy money, petty cash needs, training, and occasional pieces of equipment for the Major Investigations and Narcotics Team (MINT).

Accordingly, the District Attorney is requesting that the Board recognize and appropriate unanticipated revenue in the amount of $25,000.00 for the purposes identified in the preceding paragraph.

ALTERNATIVES:

None

OTHER AGENCY INVOLVEMENT:

Superior Court Judge, Inyo County Sheriff, Major Investigations & Narcotics Team (MINT)

FINANCING:

Court ordered restitutions collected by Probation, District Attorney and law enforcement share of Asset Forfeiture funds earmarked to reimburse MINT Task Force.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 5/2/16

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 5/9/2016
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: 5/26-2016

Budget Officer _____ Date 05-10-2016

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
33

Consent X Departmental ☐Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Water Department

FOR THE BOARD MEETING OF June 7, 2016

SUBJECT: **Discussion and direction concerning facilitated public outreach related to forming a Groundwater Sustainability Agency for the Owens Valley Groundwater Basin**

DEPARTMENTAL RECOMMENDATION:

The Water Department requests that your Board provide direction to initiate facilitated outreach to relevant Owens Valley entities regarding the formation of a Groundwater Sustainability Agency for the Owens Valley Groundwater 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. The Owens Valley Groundwater Basin (Basin) is a medium priority basin that is not in a condition of critical overdraft. In light of this, it is timely to begin discussions among local, state, and federal agencies, special districts, tribes, and other interested parties concerning the formation of a GSA for the Basin.

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. No matter which institutional framework is adopted, SGMA requires that local agencies forming GSAs proceed in a manner that considers the interests of all beneficial uses and users of groundwater. Inyo County, Mono County, and the Tri Valley Groundwater Management District cooperated on submittal of a request to the California Department of Water Resources (DWR) to subdivide the Basin into a Mono subbasin and an Inyo subbasin. DWR and the California Water Commission will decide on this request later this year, but regardless of the fate of this request, it is timely to begin a public discussion of formation of a GSA in the Basin. Formation of a GSA is a complicated and potentially contentious process, as we have found from our involvement in the effort currently underway to form a GSA in Indian Wells Valley. An informative DWR publication outlining the GSA formation process is attached.

DWR offers facilitation support services to local agencies implementing SGMA. The Water Department has requested facilitation support from DWR and has been approved. The facilitator provided by DWR has developed the attached scope of work. If so directed by your Board, the Water Department will begin a process of public input concerning formation of a GSA. A scope of work proposed by the facilitator assigned to this project is attached, outlining a number of steps to gather the perspectives of Owens Valley stakeholders through interviews and meetings, evaluate potential GSA governance configurations, and report findings to your Board and the public. It is planned that the outreach effort would be conducted in June-July, 2016.

Facilitation support services are provided by MWH Americas, Inc. through a contract between MWH and DWR. No contract between the County and the facilitation support provider is necessary and there is no cost to the County.

Attachments:

1. DWR publication "GSA Formation Notification Guidelines for Local Agencies"
2. DWR facilitation services request scope of work

OTHER AGENCY INVOLVEMENT:

DWR, Local, State, and federal agencies, tribes, other interested parties.

FINANCING:

Facilitation support services are provided by DWR at no cost to local agencies.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/17/2016

ACTIONS FOR LOCAL AGENCIES TO FOLLOW WHEN DECIDING TO BECOME OR FORM A GROUNDWATER SUSTAINABILITY AGENCY (GSA)

INTRODUCTION

The 2014 Sustainable Groundwater Management Act (SGMA) established a framework of priorities and requirements to help local agencies sustainably manage groundwater within a basin or subbasin. SGMA provides a basic minimum standard for outreach and notification regarding the formation of a groundwater sustainability agency (GSA). The information in this document highlights the requirements that must be followed pursuant to California Water Code (Water Code) Section 10723 *et seq*. in order to become or form a GSA. This document incorporates the amendments made to SGMA by Senate Bill (SB) 13 in September 2015.

Pursuant to Water Code Section 10723(a), any local agency or combination of local agencies overlying a groundwater basin or subbasin may decide to become a GSA for that basin or subbasin. A GSA is formed by using either a joint powers agreement (JPA), a memorandum of agreement (MOA), or other legal agreement, and the Department of Water Resources (DWR or department) must be notified after the GSA has been formed. The definitions for GSA and local agency, as defined in Water Code Section 10721, are as follows:

> *"Groundwater sustainability agency" means one or more local agencies that implement the provisions of this part [Part 2.74]. For purposes of imposing fees pursuant to Chapter 8 (commencing with [Water Code] Section 10730) or taking action to enforce a groundwater sustainability plan, "groundwater sustainability agency" also means each local agency comprising the groundwater sustainability agency if the plan authorizes separate agency action.*
>
> *"Local agency" means a local public agency that has water supply, water management, or land use responsibilities within a groundwater basin.*

SUMMARY OF INFORMATION REQUIRED TO BE SUBMITTED TO DWR

A local agency is required to submit the following information to DWR in order to complete the GSA formation notification requirements of Water Code Section 10723.8(a). A notice of GSA formation will not be determined to be complete unless all information is submitted.

- Information that clearly shows the GSA formation notification was submitted to DWR within 30 days of the decision to become or form a GSA.
- A map and narrative indicating (1) the local agency's service area boundaries, (2) the boundaries of the basin or portion of the basin the agency intends to manage, and (3) the other agencies managing or proposing to manage groundwater within the basin. *Please include a hard-copy map and GIS shape files.*
- A copy of the resolution forming the new agency.
- A copy of any new bylaws, ordinances, or new authorities developed by the local agency.
- A list of the interested parties developed pursuant to Water Code Section 10723.2 and a detailed explanation how the GSA will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing GSPs.

A representative of the local agency deciding to become a GSA, or a designated representative from the group of local agencies forming a GSA, shall include a statement in the notification to DWR that all applicable information in Water Code Section 10723.8(a) has been provided in the notification.

While not specifically required by Water Code Section 10723.8(a), the local agency submitting the GSA formation notification may wish to include a copy of the Government Code Section 6066 notice, as well as evidence or a statement demonstrating that a public hearing in accordance with Water Code Section 10723(b) was held in the county or counties overlying the basin.

GSA INFORMATION FOR LOCAL AGENCIES

The GSA formation notification requirements are located in Division 6 of the Water Code, Part 2.74, Chapter 4, Section 10723 *et seq*. The language in this document reflects the amendments made to SGMA by SB 13 which becomes law on January 1, 2016. DWR will review pre-SB 13 notifications for completeness and will retroactively address any GSA overlap and local agency service area issues pursuant to the process outlined in **Attachment A.**

The following Internet links provide the relevant SGMA legislation text:

- Summary of SGMA Legislation Text: http://www.opr.ca.gov/docs/2014_Sustainable_Groundwater_Management_Legislation_092914.pdf
- Senate Bill 13 Text: http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=201520160SB13

The Water Code mandates that all local agencies are required to notify DWR within 30 days of deciding to become or form a GSA and submit in that notification specific information. The "exclusive" local agencies listed in Water Code Section 10723(c)(1), which are agencies created by statute to manage groundwater within their statutory boundaries, must also follow the notification requirements before they become GSAs.

Additional information related to a local agency's decision to form a GSA is welcomed and will help demonstrate to DWR, the State Water Resources Control Board (SWRCB), and other local agencies that a proposed GSA has the long-term technical, managerial, and financial capabilities to sustainably manage basin-wide groundwater resources and prepare a groundwater sustainability plan (GSP) or coordinated GSP for an entire groundwater basin.

Pursuant to Water Code Section 10723.8(b), DWR shall post all complete notices it receives on its Internet Web site within 15 days of receipt. The list of GSA notifications received by DWR, an interactive map of the proposed GSA areas, and other helpful interactive planning maps are located on DWR's Sustainable Groundwater Management Web site at the following Internet links:

- GSA Formation Table: http://www.water.ca.gov/groundwater/sgm/gsa_table.cfm.
- GSA Interactive Map: http://water.ca.gov/groundwater/sgm/gsa_map.cfm.
- Water Management Planning Tool: http://water.ca.gov/groundwater/boundaries.cfm
- Basin Boundaries Assessment Tool: http://water.ca.gov/groundwater/sgm/bbat.cfm

FORMING A GSA AND LOCAL AGENCY NOTIFICATION REQUIREMENTS

The following information summarizes the GSA formation and public notification steps identified in SGMA. Relevant Water Code sections are included.

Step 1: Decision to Form a GSA

The first step in the GSA formation process is public notification that a local agency is either (1) deciding to become a GSA or (2) deciding to form a GSA together with other local agencies. Water Code Section 10723(b) requires that a local agency or group of local agencies hold a public hearing in the county or counties overlying the groundwater basin. The relevant Water Code sections are included below.

WATER CODE SECTION 10723

(a) Except as provided in subdivision (c), any local agency or combination of local agencies overlying a groundwater basin may decide to become a groundwater sustainability agency for that basin.

(b) Before deciding to become a groundwater sustainability agency, and after publication of notice pursuant to Section 6066 of the Government Code, the local agency or agencies shall hold a public hearing in the county or counties overlying the basin.

(c) [Includes list of 15 "exclusive" local agencies – these agencies do not become a GSA until they submit a notification of GSA formation to DWR].

GOVERNMENT CODE SECTION 6066

Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

Step 2: Consideration of Interests of Beneficial Uses and Users of Groundwater

Water Code Section 10723.2 requires GSAs to consider the interests of all beneficial uses and users of groundwater. Additional sections of the Water Code require that this information be submitted as part of the GSA formation notification to DWR by a local agency(s). The relevant Water Code sections are included below.

WATER CODE SECTION 10723.2

The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include, but are not limited to all of the following:

(a) Holders of overlying groundwater rights, including:
  (1) Agricultural users.
  (2) Domestic Well owners.

(b) Municipal well operators.

(c) Public water systems.

(d) Local land use planning agencies.

(e) Environmental users of groundwater.

(f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies.

(g) The federal government, including, but not limited to, the military and managers of federal lands.

(h) California Native American Tribes.

(i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems.

(j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.

GSAs are encouraged to engage additional stakeholders in order to develop the necessary relationships and expertise needed to develop and implement GSPs. Pursuant to Water Code Section 10727.8, "*The groundwater sustainability agency shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin prior to and during the development and implementation of the groundwater sustainability plan.*"

Step 3: Submittal of GSA Formation Information to DWR

A local agency or group of local agencies must notify DWR and document the process it chose to take in deciding to become or form a GSA. The GSA formation notification requirements are described in Water Code Section 10723.8(a). The requirement for DWR to post complete GSA notifications is included in the Water Code references below. DWR will not post notifications on its Internet Web site that are determined to be incomplete.

WATER CODE SECTION 10723.8

(a) Within 30 days of deciding to become or form a groundwater sustainability agency, the local agency or combination of local agencies shall inform the department of its decision and its intent to undertake sustainable groundwater management. The notification shall include the following information, as applicable:

(1) The service area boundaries, the boundaries of the basin or portion of the basin the agency intends to manage pursuant to this part, and the other agencies managing or proposing to manage groundwater within the basin.

(2) A copy of the resolution forming the new agency.

(3) A copy of any new bylaws, ordinances, or new authorities adopted by the local agency.

(4) A list of interested parties developed pursuant to Section 10723.2 and an explanation of how their interests will be considered in the development and operation of the groundwater sustainability agency and the development and implementation of the agency's sustainability plan.

(b) The department shall post all complete notices received under this section on its Internet Web site within 15 days of receipt.

GSA TIMELINE – OVERLAPPING AREAS AND SERVICE AREAS WITHIN A BASIN

The deadline for GSA formation in high- and medium-priority groundwater basins and subbasins is June 30, 2017. A local agency that decides to become a GSA within its service area, or a group of local agencies that decides to form a GSA within their combined service areas, does not effectively become a GSA unless the provisions of Water Code 10723.8(c) and (d) are also met – these provisions address overlapping GSAs and management within a service area. If multiple local agencies form separate GSAs in a basin or subbasin within a 90-day period, and if any of those proposed GSAs result in an overlap in the areas proposed to be managed, then none of the local agencies will become the GSA unless the overlap is resolved, which could require making a material change to the existing notification(s). The relevant Water Code sections are included below.

WATER CODE SECTION 10723.8

(c) The decision to become a groundwater sustainability agency shall take effect 90 days after the department posts notice under subdivision (b) if no other local agency submits a notification under subdivision (a) of its intent to undertake groundwater management in all or a portion of the same area. If another notification is filed within the 90-day period, the decision shall not take effect unless the other notification is withdrawn or modified to eliminate any overlap in the areas proposed to be managed. The local agencies shall seek to reach agreement to allow prompt designation of a groundwater sustainability agency. If agreement is reached involving a material change from the information in the posted notice, a new notification shall be submitted under subdivision (a) and the department shall post notice under subdivision (b).

(d) Except as provided in subdivisions (e) and (f), after the decision to be a groundwater sustainability agency takes effect, the groundwater sustainability agency shall be presumed to be the exclusive groundwater sustainability agency within the area of the basin within the service area of the local agency that the local agency is managing as described in the notice.

CONDITIONS FOR DETERMINING A GSA NOTIFICATION INCOMPLETE

A GSA formation notification will be determined to be incomplete if (1) the local agency does not certify the notification as complete and (2) the provisions of Water Code Section 10723.8 are not clearly addressed. An incomplete notification will not be posted on DWR's Internet Web site and DWR staff will inform local agencies of the reason(s) for not posting. Local agencies will be given the opportunity to provide additional information.

Examples of what could deem a GSA notification to be incomplete include, but are not limited to, the following:

- Informing DWR of the decision to become a GSA more than 30 days after the decision was made in accordance with the required public hearing process.
- An incomplete map or insufficient information that clearly defines the local agency's service area boundaries with respect to the area of the basin or subbasin proposed to be managed as a GSA.
- No copy of a resolution or legal agreement forming the new agency.
- No copy of any new bylaws, ordinances, or new authorities adopted, if applicable.
- An incomplete list of interested parties developed pursuant to Water Code Section 10723.2.
- Submitting a GSA formation notification for a basin or portion of a basin where a local agency is already presumed to be the GSA.
- Deciding to become or form a GSA for an area that is outside the service area boundary of the local agency(s) forming the GSA.
- Forming a GSA outside the boundaries of a basin or subbasin defined in DWR's Bulletin 118.

Questions related to GSA notifications can be directed to DWR by contacting Mark Nordberg at Mark.Nordberg@water.ca.gov or calling 916-651-9673. Information is also located on DWR's GSA webpage at: http://water.ca.gov/groundwater/sgm/gsa.cfm.

Please e-mail your GSA formation notification and GIS shape files, and/or send via postal mail a hardcopy, to the following DWR staff:

Mark Nordberg, GSA Project Manager
Sustainable Groundwater Management Program
California Department of Water Resources
901 P Street, Room 213-B
P.O. Box 942836
Sacramento, CA 94236

DWR Region Office Groundwater Contact
http://water.ca.gov/groundwater/gwinfo/contacts.cfm
Bill Ehorn, Northern Region
Bill Brewster, North Central Region
Dane Mathis, South Central Region
Tim Ross, Southern Region

ATTACHMENT A
PROCESS FOR REVIEWING COMPLETE GSA NOTIFICATIONS – ADDRESSING OVERLAPPING GSAS AND SERVICE AREA BOUNDARIES

Note: The amendments to SGMA provided by Senate Bill 13 will be retroactively applied to GSA formation notifications already submitted to DWR.

1. DWR receives a GSA formation notification (notification) from a local agency(s).
2. DWR reviews the notification for completeness.
    a. If incomplete, the local agency(s) is contacted and the notification is not posted. DWR informs the local agency(s) of the reason(s) for being determined incomplete.
    b. If complete, the notification is posted on DWR's GSA Formation Table within 15 days.
3. Complete GSA notifications are posted with (1) the posting date and (2) a date that indicates the posting-date-plus-90-calendar-days. This is the active 90-day period.
    a. The GSA area submitted with the notification is included on DWR's GSA Interactive Map after DWR Region Office staff determines the suitability of the GIS shape files. The area included as a shape file must match the area depicted in the notification.
4. If no other local agency(s) submits a notification within the 90-day period in all or a portion of the same basin area, the local agency(s) that submitted the notification will become the "presumed" GSA for the area claimed within the service area of the local agency(s).
    a. Status as "presumed" GSA will be indicated on the GSA Formation Table and the area claimed by the GSA will be distinctly colored on the GSA Interactive Map.
    b. If any other local agency(s) submits a notification for all or a portion of an area managed by a "presumed" GSA, DWR will determine that notification to be incomplete and will contact that local agency(s).
5. If another local agency(s) submits a complete notification within an active 90-day period, and that notification results in an overlap in all or a portion of the same area of an existing notification, then:
    a. The notification will be included on the GSA Formation Table with a posting date.
    b. The column with the posting-date-plus-90-days date for all affected notifications will be replaced with "overlap" to indicate a GSA formation overlap.
    c. The GIS shape files on the GSA Interactive Map for all affected notifications will be labeled with a color that clearly indicates GSA formation overlap.
6. All local agencies that are affected by overlapping notifications will remain in overlap status until the conditions stated in Water Code Section 10723.8(c) are met.
    a. "Presumed" designation of a GSA will not proceed unless conflicting notifications are withdrawn or modified to eliminate any overlap in the areas proposed to be managed.
7. If agreement is reached involving a material change from the information in the posted notice, a new notification shall be submitted in accordance with Water Code Section 10723.8(a) and the notification will be reviewed and posted by DWR as described in this process.
    a. A material change includes, but is not limited to: a GSA boundary revision; a change of local agencies forming the GSA; or a consolidation of local agencies or proposed GSAs through a JPA or MOA or other legal agreement.
8. If overlapping GSA formation notifications exist in a basin after June 30, 2017, then that basin is subject to probationary status by the SWRCB per Water Code Section 10735.2. In addition, the groundwater extraction reporting requirements in Water Code Section 5202 *et seq*. apply to the portions of that basin where local agencies have not been determined "presumed" GSAs.

Project No. 005
INYO COUNTY
DWR Facilitation Services Request
Project Management and Program Coordination
Coordination and Subcontract Management

Date: May 9, 2016

A. DESCRIPTION OF SERVICES

Under DWR Contract No. 4600010401, Work Order SGMP-01, MWH Americas (MWH) provides the bundle of professional services listed below to support a number of the DWR's mission-critical water resources programs.

1. Project Management
2. Strategic Planning
3. Facilitation/Mediation
4. Public Outreach
5. Program Coordination

PROJECT NO. 005 authorizes MWH to deliver to the Sustainable Groundwater Management Program (SGMA) one or more of the services listed above.

WORK PLAN

The purpose of this Work Order is to support DWR with providing Inyo County with facilitation services to assist in implementation of SGMA in the Owens Valley Groundwater Basin (6-12) . The task also includes general program management, quality control and transfer of knowledge.

Tasks

The Owens Valley Groundwater Basin has a complex history and multiple governance arrangements including those created through litigation and those existing because of jurisdictional boundaries. There are additional considerations related to multiple tribal governments having a direct interest in the GSA formation process. Because of the anticipated complexity of this task, this task order anticipates two phases of work, the first being a formal situation assessment to determine options for GSA formation and potential GSP development approaches. The second phase of work will focus on facilitation of the GSA formation process and be based on the results of the first phase of work.

Consistent with the scope of Work Order SGMP-01, MWH will conduct the following tasks under this Project.

DRAFT

B. KEY FACILITATION TASKS, PHASE I – Situation Assessment

Task 1 – Situation Assessment

Phase I includes three core tasks: Organizing, Interviews, and Reporting/Recommendations. Key activities for each task are summarized below, along with deliverables and preliminary timeframes.

1) Organizing

Preliminary Timeframe: May-June 2016
This task includes the following activities:

- Development of a stakeholder list
- Issuance of a joint letter of introduction and invitation to participate in the assessment from Inyo County to stakeholders
- Development of an interview "script" organized in the form of key questions related to GSA formation and governance
- Scheduling of initial interviews

Interview questions will:

- Identify overarching perspectives from each key stakeholder on GSA governance; subbasin management and associated SGMA compliance; and methods to achieve groundwater sustainability consistent with SGMA requirements.
- Define the level of agreement/conflict around groundwater governance across the range of stakeholder perspectives in the subbasin.
- Evaluate experience with facilitated processes and the goals for facilitation support
- Evaluate and the potential configurations of governance and formations of GSAs and GSP development.

Key Assumptions

- Scheduling is dependent on confirmation of and availability of interviewees.

Deliverables

1. Stakeholder contact directory
2. Interview Script & Assessment Questions

LEVEL OF EFFORT (LOE):

Class	
Hours	

DRAFT

2) Assessment Interviews

Preliminary Timeframe: June-July 2016 (subject to availability of stakeholders, holidays)
This task anticipates up to 20 confidential interviews with key stakeholders, and assumes that approximately 75% of interviews will be conducted in-person. Additional input may also be obtained from surveys.

Provides for specialized coordination on Tribal interactions with the DWR Tribal liaison.

Deliverables:

1. Up to 20 interviews
2. Survey

LEVEL OF EFFORT (LOE):

Class	
Hours	

3) Recap and Recommendation Development

Preliminary Timeframe: July 2016 (depending on holidays, etc.)
This task involves synthesis and analysis of information gathered during assessment interviews. The purpose is to develop options and recommendations for GSA formation and governance for consideration by Inyo County and the other stakeholders. The report-back will be in the form of a presentation using PowerPoint (or equivalent), in two steps:

a. Pre-briefing and dry run of a draft presentation with Inyo County to test for clarity and identify any gaps or likely questions
b. In person presentation of PowerPoint to Inyo County, DWR and other appropriate stakeholders, with invitation issued by Inyo County.

Deliverables:

1. PowerPoint Presentation (draft)
2. PowerPoint Presentation (final))

LEVEL OF EFFORT (LOE):

Class	
Hours	

Task 2. Project Team Coordination and Management

DRAFT

This task includes:
□ Initial Scoping Session with Inyo County
□Weekly Coordination and team meetings with Inyo County and other agency leaders.

LEVEL OF EFFORT (LOE):

Class	
Hours	

C. Assumptions

Due to the short project timeframe, activities will be minimal. Excepting situation assessment interviews (which will be scheduled in a one week timeframe), interaction will primarily be via email and phone.

2. MEASURES OF SUCCESS

- Meeting all scheduled deadlines
- Confidence by non-GSA agency stakeholders that a transparent, understandable, fair and equitable approach is in place and that concerns and issues can be heard.

3. PROJECT BUDGET

n/a

4. BUDGET ASSUMPTIONS

This budget assumes:

1. All travel and other direct expenses including photocopies, meeting rooms and related items, will be billed to this contract.
2. All requested materials will be delivered via electronic format.

5. CONTRACTOR STAFFING

MWH will assign the individuals listed below to perform the professional-level services required in this Project. If for some reason anyone listed is unable or unavailable to perform as planned, any replacements or substitutes will be subject to prior approval by DWR.

Job Classification	Assigned Staff (MWH)
Executive Mediator/Facilitator	Lisa Beutler
SME Project Manager	Paula Butcher
Administrative Staff	Multiple, as assigned
Associate Facilitator	Multiple, as assigned

DRAFT

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
34

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approve Planning Department to set up an advisory committee for the North Sierra Highway Corridor Plan/Specific Plan

RECOMMENDATION: Request the Board of Supervisors approve for the Planning Department to set up an advisory committee to help bring stakeholder and community input into the North Sierra Highway planning process. The committee will consist of up to 11 members (1 Board Member and 1 Planning Commissioner from Inyo County [the County], 1 Council Member and 1 Planning Commissioner from the City of Bishop [the City], 2 representatives of the Bishop Paiute Tribe [the Tribe], [one may be a representative of the Paiute Palace Casino], 1 from California Department of Transportation [Caltrans], 1 from the Los Angeles Department of Water and Power [DWP], 1 from the Tri-County Fairgrounds [the Fairgrounds], 1 from Eastern Sierra Transit Authority [ESTA], and 1 from the Eastern Sierra Community Services District [ESCSD]). The committee will not have decision making authority but will act strictly as an advisory panel and will be organized and primarily interact with Inyo County Planning Department staff. If the Board directs staff to set up the committee, it should also appoint a member to participate.

SUMMARY DISCUSSION: On April 24, 2015, Inyo County was awarded a Sustainable Transportation Planning Grant from the California Department of Transportation in the amount of $275,440 for the preparation of a corridor plan for the North Sierra Highway located in Bishop. At the July 14th, 2015, Board of Supervisors meeting, Inyo County Planning Staff presented a proposal to augment the Corridor Plan to develop a comprehensive specific plan for North Sierra Highway (a study area along 395 approximately from the fairgrounds/Wye to the Paiute Palace Casino), and complete the associated Environmental Impact Report (EIR) needed to adopt the Plan. As this is a cross-jurisdictional project, crossing land owned or overseen by the County, the City, the Tribe, and the State as represented by Caltrans, the County has involved and will continue to involve all of these parties. While these parties will also have direct involvement in the project, the Planning Department felt the need for an advisory committee, with regular meetings and with a broader mix of members providing input.

At the April 26th, 2016 meeting, the Board approved a contract with RRM Design Group (RRM) as the primary consultant for the process of creating the Corridor Plan, Specific Plan and EIR in a two phase project. The proposed committee will not primarily interact with RRM, but will interact primarily with County Planning Department staff. Staff will then use the input with this committee to help inform them as they interact with RRM. The committee will also help work as a disseminator of information, as we apprise them of the progress being made by RRM and the County and they can in turn carry that information back to the organizations they represent. Staff estimates that the Committee would meet periodically throughout the planning process, approximately quarterly – with occasional periods with more frequent or fewer meetings.

Staff feels that this advisory committee is an important sounding board for the staff (though it will not be the only form of community input, it will be the one that has consistent members and regular meetings, providing a continuity that differs from the stakeholder interviews and community presentations that will be part of RRM's outreach). The committee also will help vest these other stakeholder groups represented by committee members in the planning process, with the hopeful outcome of more buy-in to the final product.

Staff is requesting the Board approve the creation of this advisory committee.

ALTERNATIVES:

- The Board could direct staff to not create this committee. Staff does not recommend this alternative as we feel the benefits of having this committee are worth the time and effort of staff.
- The Board could direct staff to create a committee with a different make-up and/or a different size. Staff does not recommend this alternative, as staff believes that this committee is large enough to include major stakeholders, but not too large as to be difficult to organize and manage.

OTHER AGENCY INVOLVEMENT: While the committee inherently is a coalition of other agencies, the management of this will be solely the responsibility of Planning Department staff.

FINANCING: Work on the North Sierra Highway Sustainable Transportation Corridor Plan portion of this project is being primarily funded through the Caltrans Sustainable Transportation Planning Grant with a relatively small matching requirement being provided by the County and City of Bishop. The incremental Specific Plan, EIR and Financial Assessment components are being funded by the County, the City, the Tribe, ESTA and the Inyo County LTC. Other agencies and stakeholders may also contribute. The staff time for the oversight of this committee is included as part of staff's general oversight of this entire project, and will be paid for by the financial sources that were identified with approval of this project.

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

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

Date: 5/27/16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
35

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of Hiring of HHS Management Analyst

DEPARTMENTAL RECOMMENDATION:

Request Board find that

a. the availability of funding for this requested positions exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and

b. where it is possible that the HHS Management Analyst position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure as many qualified applicants as possible apply for this highly specialized position; and

c. approve the hiring of one HHS Management Analyst at Range 80 ($5,559 - $6,761).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The HHS Management Analyst who oversees program evaluations and outcomes is moving into the HHS Deputy Director position over Social Services. This Management Analyst position oversees two Administrative Analysts who provide required client case reviews and evaluations of various HHS programs and their client services. Additionally, this position has developed into one that pulls outcome measures and client data from multiple electronic and paper systems – within HHS and from other professional partners, including law enforcement – to look at data "stories" (demographic client data, short-term and long-term service outcomes, cost of service provision, customer satisfaction, etc.) that inform policy decisions. Further this position serves as the County's HIPAA Privacy Officer, and manages employees' errors that specifically result in breaches of security, confidentiality, and/or privacy, and additionally, ensures compliance with multiple federal and state requirements around civil rights, and Americans with Disabilities (ADA) issues.

All of this makes this position a very critical one requiring much high-level thinking, creativity, depth and breadth of understanding of multiple HHS program requirements and limitations, and an ability to synthesize large amounts of information into easily understandable presentations for the public and for policy-makers, and written and verbal communication skills to address corrective action plans and related interactions with various state and federal compliance entities.

ALTERNATIVES:

Your Board could deny this request, resulting in a significant loss of HHS' ability to respond to state-required outcomes and evaluation information, and other high-level analyses to assist in policy decisions.

OTHER AGENCY INVOLVEMENT:

Various California State Departments which participate in funding, members of the local Community Corrections Partnership

FINANCING:

State and Federal funding, Health Realignment and Social Services Realignment. This position is budgeted as follows: 15% Health (045100); 40% Mental Health (045200); and 40% Social Services (055800); and 5% Tobacco (640315) in the Salaries and Benefits object codes.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 5/18/2016
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: 5/
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: _____ Date: 5-20-16

(Not to be signed until all approvals are received)

For Clerk's Use Only:
AGENDA NUMBER
36

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Public Health and Prevention

FOR THE BOARD MEETING OF: **June 7, 2016**

SUBJECT: **Tobacco Program Ordinance Update and Discussion**

DEPARTMENTAL RECOMMENDATION:
Request the Board receive an update from Health and Human Services Department's Tobacco Control Program staff regarding the City of Bishop's recent adoption of an ordinance addressing e-cigarette use and restrictions on vape shops; review a list of possible smoke-free policy options the Board could consider; and provide direction to staff.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
On March 15, 2016, Health & Human Services staff gave a brief report to the Board on the accomplishments of the Tobacco Control program in 2015. During this presentation, and since, there has been some interest expressed by your Board in receiving information on possible tobacco-related policies/ordinances for the Board to consider.

Additionally, in mid-April, the City of Bishop enacted an ordinance to 1) include e-cigarettes in the city's definition of smoking, 2) expand smoke-free areas to include parks and city-owned sport facilities; and 3) establish planning and zoning rules governing new vape shops within city limits.

HHS will provide a review of Bishop's newly enacted Vaping/E-Cigarettes Ordinance, provide a list of ordinances/policies that have been adopted in other small jurisdictions across the State of California, and request direction from your Board about pursuing a specific tobacco-related policy in Inyo County.

ALTERNATIVES:
The Board can choose not to review policy options at this time.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
There is no immediate financial impact anticipated as a result of this discussion. Should a policy be enacted in the future, signage, advertising and public education may be funded by the Tobacco budget 640315.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: Yes Date: 5/18/16
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: 5/19/2016
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: _____ Date: 5-20-16

(Not to be signed until all approvals are received)

SMALL JURISDICTION POLICY EXAMPLES*

- **Alpine County** – prohibited vaping everywhere smoking is
- **Lake County** – HHS 100% smoke-free including e-cigs
- **Shasta County** – banned electronic smoking in businesses, county buildings
- **City of Arcata** – included e-cigs in existing policy, everywhere State law regulates and additional non-workplace areas. Smoke includes "tobacco smoke, electronic vapors, and marijuana smoke."
- **City of Eureka** – included "operating electronic cigarette" in definition of smoking
- **Town of Mammoth Lakes** – included e-cig in smoke-free ordinance, which includes town parks
- **City of Turlock** – prohibited tobacco, including vapor related products, in all public parks, facilities, and parking lots
- **City of Patterson** – added e-cigs to recreational area policy
- **City of Hughson** – amended smoking pollution chapter to include e-cigs and hookah pipes and added recreational areas

**E-Cig Survey, 2014, California Tobacco Control Project Directors' Association.*

Agenda Item: 12 A
Date of Meeting: April 11, 2016

STAFF REPORT

To: City Council

From: Jim Tatum, City Administrator

Subject: **Vaping/E-cigarettes Ordinance**

Prepared on: April 5, 2016

Attachments: Proposed Ordinance of the City Council Amending Title 8, Chapter 32 Related To Vaping in Public Facilities and Title 17 Related To Regulations for Smoking and Vaping Uses.

APPROVED BY: _____
Jim Tatum, City Administrator

Background

In the fall of 2015, the City of Bishop received a business license application for the development of a "Vaping" Lounge to be located on South Main Street. At the time of application, the City's Municipal Code was void of direction regarding businesses of this type. While completely legal, an establishment of this nature was new to our area and justifiably raised questions by members of the community. Subsequent discussion led to a request by the City Council to include the topic of "Vaping" on a future agenda.

At the City Council meeting of October 26, 2015, the Council received additional input from the community and participated in a lengthy conversation amongst council members regarding "vaping" and the need for an ordinance regulating both "vaping" and "vaping" lounges. It was requested that the City Attorney and staff return with a sample ordinance related to the aforementioned activities.

As requested, the City Attorney's office prepared a draft ordinance adding regulations concerning e-cigarette use and adding appropriate zones were e-cigarette retailers and smoking lounges may locate within the City, and operational regulations. This was presented to the City Council at their November 9, 2015 City Council meeting for their review and discussion. The City Council directed the City Attorney to make changes to the draft ordinance, and refer the amended draft ordinance to the Planning Commission for its review and recommendation.

Summary of the Ordinance

The ordinance will amend Bishop Municipal Code Chapter 8.32, "Smoking" to do the following:

- Adds e-cigarette use and vaping to the definition of "smoking";
- Expands cities facilities where smoking is prohibited to include parks and city-owned sport facilities.
- Adds more enforcement options for violations of the smoking prohibitions to include ejection of the violator from the city-owned facility, nuisance abatement action, and other civil remedies including injunction or administrative hearings.

The ordinance will also amend Bishop Municipal Code, Zoning Title 17, Chapter 17.08, to include definitions for "electronic cigarettes, hookah lounges, smoking lounges, smoking/vaping retailer, vape lounge, and vape shop."

The ordinance will also amend the Zoning Title to add Chapter 17.78 "Smoking & Vaping Uses." This chapter:

- Permits smoking lounges and smoking/vaping retailers in C-1, C-2, and C-H zones;
- Requires smoking lounges and smoking/vaping retailers be located at least 1,500 feet from schools, and from one another;
- And adds development standards applicable to smoking lounges and smoking/vaping retailers prohibiting minors in these establishments, prohibiting alcohol from being served in these establishments, regulating hours of operation, and requiring proper illumination and ventilation, and noise control.

General Plan Consistency

The proposed ordinance is consistent with the City of Bishop General Plan in that the General Plan, its objectives, polices and goals do not permit or contemplate e-cigarette use in city-owned buildings, parks, and other city facilities. The ordinance provision prohibiting e-cigarette use in city facilities will protect the public visiting these places from being harmed by inhalation of e-cigarette vapor, which is consistent with Bishop General Plan, Land Use General Policy No. 1, to "assure that land uses are developed in a manner which will not subject residents to potentially hazardous situations."

The provisions of the ordinance which designate proper zones and locations and add operating regulations for smoking and e-cigarette retailers and smoking lounges is consistent with the General Plans in that it achieves Bishop General Plan, Commercial Goal No. 1, "to provide sites and facilities to accommodate a variety of economic activities including retail sales, lodging, and commercial uses."

Environmental Review

Staff has determined that the Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Title 14, Chapter 3, California Code of Regulations (CEQA Guidelines), Section 15061(b)(3). The proposed Ordinance will ban e-cigarette use in City owned buildings, parks, sports stadiums, community gardens, and other city facilities in the same manner as smoking cigarettes

and the Ordinance designates zones and areas where e-cigarette retailers and smoking lounges may locate. There is no possibility that the adoption of the Ordinance will have a significant effect on the environment, because the prohibition of activity, that is not itself an enhancement to the environment, will not have any impact on the environment. The Ordinance zoning regulations for location of e-cigarette retailers and smoking lounges is simply a change in allowable areas where these businesses may locate so it will not have any effect on the environment. The operating regulations application to e-cigarette retailers and smoking/vaping lounges do not require any activity that will be harmful in any way to the environment, so there is no possibility these regulations will have a significant impact on the environment.

BUDGET IMPACTS:
None.

LEGAL REVIEW:
City Attorney Jones has reviewed and approved the proposed action.

RECOMMENDATION:
Staff recommends that you adopt an Ordinance of The City Council of The City of Bishop, State Of California, Amending Title 8, Chapter 32 Related To Vaping In Public Facilities And Title 17 Related To Regulations For Smoking And Vaping Uses by title only.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AMENDING TITLE 8, CHAPTER 32 RELATED TO VAPING IN PUBLIC FACILITIES AND TITLE 17 RELATED TO REGULATIONS FOR SMOKING AND VAPING USES

WHEREAS, Section 6404.5 of the California Labor Code prohibits smoking of tobacco products in an enclosed space at a place of employment;

WHEREAS, smoking lounges have the potential to create adverse impacts to surrounding properties and uses, including, but not limited to, increased noise, loitering, odors, public nuisances, and disturbances of the peace;

WHEREAS, the popularity of smoking lounges have grown in recent years and continues to grow across the nation;

WHEREAS, there is currently minimal federal and state regulation or control of the use and content of electronic cigarettes and vaping products;

WHEREAS, electronic cigarettes are designed to resemble traditional cigarettes, and the use of electronic cigarettes in locations where the use of other types of cigarettes are prohibited may cause confusion and uncertainty and make the enforcement of bans on smoking more difficult;

WHEREAS, the sale or distribution of electronic cigarettes and vaping products to minors is prohibited in California;

WHEREAS, smoking lounges, hookah parlors, and vape lounges (electronic cigarette lounges) are not formally defined or regulated within the Bishop Zoning Code;

WHEREAS, on December 1, 2015, the Planning Commission of the City of Bishop held a duly-noticed public hearing and considered the staff report, recommendations by staff and the City Attorney, and public testimony regarding amendments to Title 8, Chapter 32 and Title 17 (Zoning Code) of the Bishop Municipal Code, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption;

WHEREAS, on March 14, 2016, City Council of the City of Bishop held a duly-noticed public hearing and considered the staff report, recommendations by staff and the City Attorney, and public testimony regarding amendments to Title 8, Chapter 32 and Title 17 (Zoning Code) of the Bishop Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Title 8, Chapter 32 of the Bishop Municipal Code is hereby amended as follows:

A. Title 8, Chapter 32, Section 8.32.010- Purpose, is hereby amended as follows:

The City Council finds that the smoking of tobacco, electronic cigarettes, or any other weed, plant, or substance is a positive danger to health and a material annoyance to those who are present in confined and unconfined spaces, and in order to serve public health, safety and welfare, the declared purpose of this chapter is to prohibit the smoking of tobacco, electronic cigarettes, or any other weed, plant or substance, in public facilities owned or operated by the City of Bishop as stated and required in this chapter."

B. Title 8, Chapter 32, Section 8.32.020- Definitions, is hereby amended to read as follows:

"Sec. 8.32.020 - Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

(a) City-owned sports facilities means any area of cleared enclosed land, as well as any facilities adjacent to it, used primarily for sporting events, which is owned and/or run by the city. This includes but is not limited to the ball fields located on Park Street, Bruce Street and Spruce Street; and both playgrounds located in the internal portion of City Park.

(b) Public facility means and includes any of the following, which is owned, leased or operated by the City of Bishop, a California municipal corporation, but does not include facilities used as multifamily residential buildings:

(1) Any building, structure or room within a building enclosed by a roof and four (4) walls with appropriate openings for ingress and egress.

(c) Park shall have the same meaning as section 9.24.010 of the Bishop Municipal Code.

(d) Smoke or smoking means and includes any of the following:

(1) The consumption of tobacco products, electronic cigarettes, and related products by burning, inhalation, vaporization, or other forms of ingestion. This does not include FDA approved cessation devices which includes prescription medicines as well as over-the-counter (OTC) products such as skin patches, lozenges, and gum.

(2) The holding or carrying of a lighted or electronically-charged smoking device; or

(3) Emitting or exhaling the smoke or vapor directly from a cigar, cigarette, pipe, electronic cigarette or any other lighted smoking device or substance."

C. Tittle 8, Chapter 32, Section 8.32.030 – Prohibition of smoking in city facilities, is hereby amended to read as follows:

"Sec. 8.32.030. - Smoking prohibited.

Smoking is prohibited and is unlawful within all areas posted as a no smoking area by the city by signs of sufficient number and posted in such locations as to be readily seen by persons within such area, including but not limited to:

(a) Public facilities as defined in section 8.32.020(c).

(b) Within any park.

(c) Within fifty (50) feet of any park perimeter, provided that if any such perimeter encroaches on private property, this section's prohibition shall not apply to the private property. This prohibition shall also not apply to persons and vehicles in route along the public streets and sidewalks.

(d) Within the parking lot and enclosed fenced areas of all city-owned sports facilities, grounds or structures.

(e) Within the parking lot and enclosed fenced areas of city-owned community gardens."

D. Title 8, Chapter 32, Section 8.32.050-Violations and penalties, shall be amended to read as follows:

"8.32.050 - Violations and penalties.

A. It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.

B. Any person who violates any provisions of this chapter shall be guilty of an infraction punishable by:

1. A fine not exceeding one hundred dollars for a first violation;

2. A fine not exceeding two hundred dollars for a second violation of this chapter within one year;

3. A fine not exceeding five hundred dollars for each additional violation of this chapter within one year.

C. Civil action. The city attorney, by and at the request of the city council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this Code, as provided by law.

D. Administrative hearing. Upon a finding by the city official invested with the authority to enforce the various provisions of this Code that a violation exists, he or she may notify the owner(s), occupant(s) or person(s) deemed responsible for said violation(s) that a public hearing shall be held before the city council to hear and determine the existence of said violation(s) and the anticipated compliance necessary, i.e. abatement or other action required. Said notification shall be in writing setting forth the alleged violation(s) and the anticipated action sought, and shall be given not later than ten (10) days prior to the scheduled date of the hearing. The decision of said hearing shall be enforceable as provided by law.

E. Ejection. Any person who violates Section 8.32.030 shall be subject to ejection from the park by any city employee authorized to enforce violations of this Code or state laws.

F. Three or more violations of Section 8.32.030 by the same individual within any twelve-month period within the same park, sports facility or community garden is declared to be a public nuisance and may be abated by the city through civil proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances. Any such individual may be ordered to stay away from the public facility, sports facility or community garden where the violations occurred for up to twelve (12) months following the most recent violation."

E. Title 8, Chapter 32, Section 8.32.080 – Disposal of waste, is hereby added to read as follows:

"Sec. 8.32.080. - Disposal of waste.

It shall be unlawful to dispose of any part of any tobacco product including, but not limited to, cigars and cigarettes or any other combustible substance, in any place where smoking is prohibited."

SECTION 2. Title 17 of the Bishop Municipal Code is hereby amended as follows:

A. Chapter 17.08, Definitions, is hereby amended to include the following new definitions within an alphabetized series of definitions:

"[...]

Cigar Bar. See Smoking Lounge."

"[...]

Electronic Cigarette. An electronic and/or battery-operated device, intended to emulate smoking that can be used to deliver an used to provide an inhaled dose of vapors including nicotine and/or other substances.. The term includes any such device manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. The term does not include any medical inhaler prescribed by a licensed doctor.";

"[...]

Hookah Lounge. See Smoking Lounge.";

"[...]

Smoking Lounge. Any facility or location whose business operation, whether as a primary use or an ancillary use, is characterized by the sale, offering, and/or preparation of smoking of tobacco, cigars, hookah, electronic cigarettes, or similar products, including but not limited to establishments known variously as hookah parlors, vaping lounges, or cigar bars.";

"[...]

Smoking/Vaping Retailer. A smoke shop, electronic cigarette retailer, vapor cigarette retailer, or any other retail business that sells tobacco, electronic cigarettes, and related products primarily for off-site consumption. Smoking/vaping retailers shall not include food or beverage service, outdoor seating, or an indoor seating area greater than 100 square feet in area.";

"[...]

Vape Lounge. See Smoking Lounge.";

"[...]

Vape Shop. See Smoking/Vaping Retailer."

B. Title 17, Chapter 48 (C-1 General Commercial and Retail District), Section 2, Permitted Uses, is hereby amended to add the following in numerical order:

"45. Smoking Lounge (Subject to Chapter 17.78)
46. Smoking or Vaping Retailer (Subject to Chapter 17.78)."

C. Title 17, Chapter 52 (C-2 General Commercial District), Section 2, Permitted Uses, is hereby amended to add the following in numerical order:

"35. Smoking Lounge (Subject to Chapter 17.78)
36. Smoking or Vaping Retailer (Subject to Chapter 17.78)."

D. Title 17, Chapter 56 (C-H Commercial Highway Services District), Section 2, Permitted Uses, is hereby amended to add the following in numerical order:

"45. Smoking Lounge (Subject to Chapter 17.78)
46. Smoking or Vaping Retailer (Subject to Chapter 17.78)."

E. Title 17 of the Bishop Municipal Code is hereby amended to add a new Chapter (Chapter 17.78 Smoking & Vaping Uses) as follows:

Chapter 17.78 SMOKING & VAPING USES

Section 17.78.010. PURPOSE

The City Council finds that smoking and vaping uses have with the potential for resulting in increases in noise, loitering, odors, public nuisances, and disturbances of the peace. The City Council also finds that smoking and vaping uses expose minors to secondhand byproducts and increase the potential for minors to associate smoking and vaping with a normative or healthy lifestyle. The purpose of this article is to mitigate the negative impacts associated with smoking and vaping uses in order to serve the public health, safety, and welfare of residents and businesses within the city.

Section 17.78.020. PERMITTED USES

(a) Smoking lounges and smoking/vaping retailers are subject to the review and approval procedures applicable to uses permitted with the C-1, C-2, and C-H zones and the operational and development standards contained in this Chapter.

(b) Establishment of a smoking/vaping retail business within one thousand (1,000 feet) of a public or private primary or secondary educational school facility is strictly prohibited.

Section 17.78.030. MEASUREMENT OF DISTANCE

The distance shall be measured in a straight line, without regard to the boundaries of the city and to intervening structures, from the closest property line of the lot of a smoking or vaping business establishment to the other specified property.

Section 17.78.040. SMOKING LOUNGES- OPERATIONAL AND DEVELOPMENT STANDARDS

The following operational and development standards shall apply to all smoking lounges in the city:

(a) The business shall be owner-operated or otherwise exempt from the prohibition of smoking in the workplace set forth in California Labor Code Section 6404.5.

(b) The establishment shall operate in compliance with all applicable Federal, State, County, and local laws, rules, regulations, and ordinances relating to the protection of health, safety, and welfare.

(c) Minors Prohibited. No persons under eighteen (18) years of age shall be permitted within any area of the business premises where smoking is allowed. Owners and operators of the establishment shall require identification to verify the age of customers.

(d) *Employees.* Employees shall be at least eighteen (18) years of age.

(e) *Occupancy.* The number of individuals inside the premises shall not exceed the lesser of: (i) The occupancy limit established by the Fire Department and/or Building Official; or (ii) An occupancy limit established as a condition of the permit.

(f) *Admission Charges Prohibited.* No admittance fee, cover charge or requirement of any charge or minimum payment as a condition of entry shall be permitted.

(g) *Security.* Uniformed security guard(s) shall be provided, as deemed necessary by the Chief of Police or his/her designee.

(h) *Alcoholic Beverages Prohibited.* No alcoholic beverages shall be consumed on the business premises, unless expressly authorized by permit from the City. The business shall not knowingly allow any person in possession of an open container of alcohol, or, consuming, using or under the influence of, any alcoholic beverage to enter or remain upon the premises of the business.

(i) *Illumination.* The interior of the business shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernable to persons of normal visual acuity.

(j) *Ventilation Required.* Adequate ventilation shall be provided in accordance with all requirements imposed by the Building Official and Fire Department, or as otherwise required by state or federal laws. At a minimum, the ventilation system shall also assure that smoke from the establishment is incapable of migrating into adjacent tenant buildings/suites or outdoors. Smoking lounges that include the indoor heating of coals shall install a mechanical exhaust hood system to provide required ventilation.

(k) *Noise.* Any amplified noise generated by the business shall be subject to the noise limitations specified in Chapter 8.12 (Noise Control) of the Bishop Municipal Code. In addition, the business shall not willfully make or continue, or cause to be made or continued, any excessive or unreasonable noise, which disturbs the peace or quiet of any property within the city or which causes discomfort or annoyance to any reasonable person of normal sensitivities residing in the area.

SECTION 3. **ENVIRONMENTAL DETERMINATION.** The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this ordinance amending the Municipal Code will have a significant effect on the environment.

SECTION 4. **INCONSISTENCIES.** Any provision of the Bishop Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 5. **SEVERABILITY.** If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 6. This ordinance shall be in full force and effect thirty (30) days from and after its passage and adoption.

SECTION 7. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner and form provided by law in the Inyo Register, a newspaper of general circulation printed and published in the City of Bishop, State of California, which said newspaper is hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

_____
LAURA SMITH, MAYOR

ATTEST: Jim Tatum, City Clerk

By: _____
Robin Picken, Assistant City Clerk

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

37

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING June 7, 2016

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

38

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 7, 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

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

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

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
39

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 7, 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

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

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

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
40

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

FROM: CLERK OF THE BOARD
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings of A) Regular Meeting of May 3, 2016; B) Regular Meeting of May 10, 2016; and, C) Regular Meeting of May 17, 2016.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
41

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 11 a.m. ☐ Closed Session ☐ Informational

FROM: Planning Department/County Counsel/County Administrative Officer

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: The Board of Supervisors has been conducting workshops regarding its draft Tribal Consultation Policy pursuant to Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) since September; the most recent Workshop was held on March 8, 2016.[1] Representatives of the Lone Pine, Bishop, and Big Pine Tribes attended and participated. At the conclusion, the Board directed staff to update the draft Policy and work with the tribes to schedule a hearing for action. Subsequently, the Native American Heritage Commission (NAHC) expressed interest in providing input; therefore, the hearing was postponed and a workshop was scheduled for today to allow a representative of the NAHC to present its comments.

County staff updated the draft Policy per the discussions at the March 8 workshop, and sent the updated draft Policy in an electronic format to local tribal representatives on March 25 (Exhibit A). The updated draft considers comments provided at the March 8 meeting, including a redline provided by Raymond Naylor-Hunt (Exhibit C). Since then, no direct additional input has been received from the local Tribes; however, written comments were received from the NAHC on May 23rd. Staff has emailed tribal representatives to remind them about today's workshop, and of the opportunity to provide additional comments prior to or during today's workshop.

Exhibit A is the updated draft Tribal Consultation Policy (note: Exhibit A only highlights revisions to the draft Policy that were made after March 8th, and it does not highlight revisions to the draft Policy that were made prior to March 8th). Exhibit B is the March 8, 2016 Agenda Request Form. Exhibit C is a redline of the draft Policy submitted by Raymond Naylor-Hunt on March 8. Exhibit D is a copy of the comments, including cover letter, received from the NAHC dated May 23.

Below is a summary of the comments received on March 8. It is anticipated that the Board will consider the NAHC's cover letter and comments, along with additional comments received in conjunction with today's workshop, and provide possible additional direction to staff to modify the draft Policy.

Next Steps

Staff anticipates receiving input from the Tribes and other interested parties, updating the Policy appropriately, and providing additional opportunities for input and/or noticing a meeting for final

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1 Refer also to http://inyoplanning.org/projects/Tribal%20Consultation/InyoCountyTribalConsultationPolicy.htm.

consideration. If the Board adopts the Policy, individual agreements with the Tribes may be negotiated in the future based upon the Policy.

Input Summary and Responses

The following summarizes comments provided at the March 8 Workshop and provides responses. Previous input and responses are detailed in Exhibit B.

Summarized Comment – Subsections a-k in Section III(iii)[2] should be deleted.

Response – staff recommends that the topics in Subsections a-k be addressed in the County's Consultation Policy to provide guidance if agreements with the individual Tribes are not agreed upon in the future. Modifications to Subsections a-k may be specified in individual agreements with the Tribes.

Summarized Comment – the Tribes should be able to appoint members, including staff and unelected members, to the Consultation Committee on an ad hoc basis.

Response – the Policy was developed in part to accommodate requests from Tribal representatives for direct consultation between elected officials. The draft Policy permits consultation to occur between non-elected officials if the Tribe's elected officials are not available or wish to do so. Based on input from the Tribes that some decision-makers may not be members of the Tribal Council, the draft Policy has been updated to permit such elected decision-makers to participate in direct consultation with the appointed County Supervisors.

Summarized Comment – what is the staff's role in consultation?

Response – the draft Policy permits appointed staff to participate in consultation at the elected officials' preference. Staff's role is intended to be supportive of the elected officials' consultation efforts. The elected Tribal officials may delegate consultation responsibilities to staff if they are not available or wish to do so; however, the intent of the Policy is to facilitate consultation directly between elected officials.

Summarized Comment – the number of meetings should not be set.

Response – staff suggests that a general guideline for the number of meetings be specified to afford some consistency and direction for the Tribes, the County, applicants, or other parties that could be involved in consultation. In the past, the Tribes have in some cases not requested any meetings in response to consultation requests, and in other instances have requested many meetings. Staff believes that three meetings would be an appropriate general rule, and that fewer or more meetings could be mutually agreed to as a component of the consultative process.

Summarized Comment – the Lone Pine Tribe has a general counsel.

Response – under the proposed Policy, the Tribe would appoint two elected leaders to the consultation committee, or delegate that authority.

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[2] In the previous version of the draft Policy this reference was in Section II(iv).

Summarized Comment – a process for projects that are in process when individual agreements with the Tribes are executed should be identified.

Response – staff concurs and has updated the draft Policy accordingly.

Raymond Naylor-Hunt submitted a redline of the draft Policy on March 8 (refer to Exhibit C); the following summarizes and responds to the comment provided that are not addressed above.

Summarized Comment – incorporate Local Tribes, resources, and property into the Background section.

Response – staff recommends updating the language to refer instead to traditional and cultural affiliation as specified by AB52.

Summarized Comment – incorporate traditional ecological knowledge into the Purpose section.

Response – staff concurs and has updated the draft Policy accordingly.

Summarized Comment – incorporate the concept of traditional ecological knowledge and traditional community intellectual property in the Cultural Resources subsection.

Response – staff believes that these topics are not specifically addressed by SB18 or AB52, and recommends that they instead be included as topics that could be included in specific agreements with the individual tribes.

Summarized Comment – incorporate the concept of traditional ecological knowledge and traditional community intellectual property in the Confidentiality subsection.

Response – staff concurs and has updated the draft Policy accordingly. As these topics may not be properly addressed by the subsequently referenced Government Code section, staff recommends deleting it.

Summarized Comment – insert the term "tribally designated official tribal entities" in the Regular Meetings between the County and the Tribes section.

Response – staff concurs and has updated the draft Policy accordingly.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort. There is no requirement that the County have a Tribal Consultation Policy.

OTHER AGENCY INVOLVEMENT: Tribal governments, NAHC, and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

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

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

Date: 5-27a-16

Exhibits:

A. Updated Draft Tribal Consultation Policy
B. March 8, 2016 Agenda Request Form
C. Redline from Raymond Naylor-Hunter Dated March 8, 2016
D. NAHC Correspondence

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes ~~with tribal members and /or~~that are traditionally and culturally affiliated with lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a California Environmental Quality Act (CEQA) project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, traditional ecological knowledge, traditional community intellectual property, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. DEFINITIONS AND ACRONYMS

The following definitions apply to this Policy:

i. Consultation. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance".

ii. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Council.

iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code Section 21074.

iv. Environmental Impact Report. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

v. General Plan. A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.

vi. Negative Declaration. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

vii. Specific Plan. A Plan prepared to Government Code Section 65450 et seq.

The following acronyms are utilized in this Policy.

i. AB. Assembly Bill

ii. CEQA. California Environmental Quality Act

iii. EIR. Enviornmental Impact Report

iv. MOU. Memorandum of Understanding

v. SB. Senate Bill

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III. CONSULTATION PROCESS

i. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the CEQA.

ii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party**, the County will provide each Local Tribe with Notice of the opportunity to consult on matters affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

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a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for a~~the~~ Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

iii. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-face meetings at a mutually agreeable time and location to the extent possible. The County will use~~follow~~ the following protocol with local tribes absent an agreement with the specific Tribe, and will consider substantive modifications to the protocol in any such agreement. To accomplish this, unless otherwise specified in an agreement with a particular Tribe, the County Policy is:

a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has

provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.

b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.

c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.

d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint at least two members of its Tribal Council to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council (or other elected representatives authorized to make decisions for the Tribe) may serve on the Consultation Committee.

If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff

designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.

g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent

feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.

i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, traditional ecological knowledge, traditional community intellectual property, and traditional cultural resources to the extent allowed by law~~, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4~~.

j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

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3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

IV. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe should:

1. Be consistent with and not contradict this Policy & Protocol, although minor modifications to specific timing, noticing, and other procedural requirements may be considered; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the

MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,

3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

Interim Projects: in the event the MOU identifies a different process than the consultation process described in previous sections, it is the intent of the County to utilize the consultation process identified in previous sections to guide consultation for projects that are in the middle of entitling upon execution of any MOU. The County and the Tribe may mutually agree otherwise.

V. Regular Meetings between the County and the Tribes

The County will endeavor to schedule yearly, quarterly, or other periodic meetings with all local tribes, tribally designated official tribal entities, subgroups of the tribes, or individual local tribes to discuss general topics and implementation of this Policy and Protocol. Confidential information should not be shared at these meetings unless the County can maintain confidentiality and withhold the information from the general public pursuant to relevant laws.

1. The County Board of Supervisors may conduct such meetings at regular or special Board meetings, or designate two Supervisors to conduct such meetings.
2. The Chairperson of the County Board of Supervisors (or the two designated Supervisors) will~~shall~~ coordinate with each individual Tribal Chairperson to determine the appropriate frequency of the meetings, timing, location, and agenda.
3. Staff may attend these meetings to assist with meeting logistics and information sharing, if requested by its governing body in consultation with the other participants.
4. If desired, County representatives shall be responsible for preparing meeting minutes, which would be provided for review to each participating Tribe prior to the next meeting.

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 1:30 p.m. ☐ Closed Session ☐ Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: The Board of Supervisors has been conducting workshops regarding its draft Tribal Consultation Policy pursuant to Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) since September; the most recent Workshop was held on January 12, 2016.[1] Representatives of the Lone Pine, Death Valley Shoshone, and Big Pine Tribes attended and participated. At the conclusion, the Board directed staff to update the draft Policy and work with the tribes to schedule another Workshop.

County staff updated the draft Policy per the discussions on January 12, and sent the updated draft Policy in an electronic format to tribal representatives on January 27. To date, no input has been received. Staff also polled tribal representatives regarding potential upcoming meeting dates, and agreed to March 8. Staff emailed tribal representatives to remind them the week before the Workshop.

Exhibit A includes the updated draft Tribal Consultation Policy.[2] Exhibit B includes the January 12, 2016 Agenda Request Form. Below is a summary of the comments received on January 12, with responses. Correspondence was received from the Big Pine Tribe on January 12, which is included in Exhibit C.

Next Steps

Staff anticipates receiving input from the Tribes and other interested parties, updating the Policy appropriately, and providing additional opportunities for input and/or noticing a meeting for final consideration. If the Board adopts the Policy, individual agreements with the Tribes may be negotiated based upon the Policy.

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1 Refer also to http://inyoplanning.org/projects/Tribal%20Consultation/InyoCountyTribalConsultationPolicy.htm.

2 Modifications made prior to January 12 are illustrated in strikethrough/underline. Additions made after January 12 are illustrated additionally with highlight.

Input Summary and Responses

The following summarizes comments provided at the January 12 Workshop and provides responses. Previous input and responses are detailed in Exhibit B.

Summarized Comment – should the Policy be expanded to include the Open Space General Plan Element?

Response – the first paragraph references designating lands as open space. Specific reference could be added to Government Code Section 65562.5 – which addresses SB18's open space consultation requirements – if desired.

Summarized Comment – this is a State-mandated local program.

Response – staff concurs.

Summarized Comment – an agreement should be pursued with the Lone Pine Tribe.

Response – staff concurs. Once the Policy has been adopted, it is the County's intention to negotiate individual agreements with each local Tribe if the Tribe so wishes.

Summarized Comment – the County should meet with individual Tribes and all the Tribes annually.

Response – staff believes that this would be a worthy goal. The draft Policy has been updated to incorporate this concept.

Summarized Comment – consultation meetings with the entire Tribal Council could be problematic.

Response – staff concurs and believes that the draft Policy allows for a subset of the Tribal Council to participate. Staff recommends that at least two members of the Tribal Council be involved in the meetings for institutional memory.

Summarized Comment – confidentiality should be maintained.

Response – the County is committed to working to protect cultural resource confidentiality, and the draft Policy has been crafted to do so. Any specific suggestions to improve the approach would be appreciated.

Summarized Comment – the supervisors appointed to each committee should represent the Tribes in the committee.

Response – staff generally concurs. However, staff recommends that the Policy be open-ended in this regard to be adaptable to unusual circumstances and to reflect supervisorial districts that traditionally accommodated multiple tribal communities.

Summarized Comment – AB52 training should be undertaken.

Response – staff concurs and recommends participating in training resources permitting.

Summarized Comment – Subsections a-k in Section III(iii)[3] should be deleted.

Response – staff recommends that the topics in Subsections a-k be addressed in the County's Consultation Policy to provide guidance if there are not agreements with the individual Tribes. Modifications to Subsections a-k may be specified in individual agreements with the Tribes; the draft Policy has been updated to emphasize this concept.

Summarized Comment – the third paragraph and three numbered statements in Subsection IV[4] should be deleted.

Response – staff believes that these concepts are important to guide consultation regarding additional topics to be discussed, and recommends that they be included. Per the Board's direction, staff has included clarification to indicate that individual agreements can modify procedural guidance.

Summarized Comment – the agreements with the individual Tribes should provide for modifications to the Policy's procedural guidance.

Response – staff has added language to clarify this point in the updated draft Policy.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

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3 In the previous version of the draft Policy this reference was in Section II(iv).

4 In the previous version of the draft Policy this reference was in Section III.

APPROVALS	
COUNTY COUNSEL: yes	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.)* 2/22/16
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)

Date: 3/2/16

Exhibits:

A. Updated Draft Tribal Consultation Policy
B. January 12, 2016 Agenda Request Form
C. Correspondence

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a California Environmental Quality Act (CEQA) project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

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I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. DEFINITIONS AND ACRONYMS

The following definitions apply to this Policy:

i. Consultation. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance".

ii. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Council.

iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code Section 21074.

iv. Environmental Impact Report. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

v. General Plan. A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.

vi. Negative Declaration. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

vii. Specific Plan. A Plan prepared to Government Code Section 65450 et seq.

The following acronyms are utilized in this Policy.

i. AB. Assembly Bill

ii. CEQA. California Environmental Quality Act

iii. EIR. Enviornmental Impact Report

iv. MOU. Memorandum of Understanding

v. SB. Senate Bill

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~~II.~~III. CONSULTATION PROCESS

~~i.~~ ~~**Consultation Defined.** The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:~~

> ~~"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance"~~

~~ii.~~i. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the ~~California Environmental Quality Act ("CEQA").~~

~~iii.~~ii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

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The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party**, the County will provide each Local Tribe with Notice of the opportunity to consult on matters affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

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Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

~~iv.~~iii. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-face meetings at a mutually agreeable time and location to the extent possible. The County will follow the following protocol with local tribes absent an agreement with the specific Tribe, and will consider substantive modifications to the protocol in any such agreement. To accomplish this, unless otherwise specified in an agreement with a particular Tribe, the County Policy is:

a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation,– will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.

b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.

c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.

d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to

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the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint at least two members of its Tribal Council to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council may serve on the Consultation Committee.

   If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

   When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.

g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

   When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be

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included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.

i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.

j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

    1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of

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the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

~~III.~~IV. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental

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consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shouldall:

1. Be consistent with and not contradict thise ~~County's~~ Policy & Protocol ~~for Tribal Consultation~~, although minor modifications to specific timing, noticing, and other procedural requirements may be considered; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,

3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

V. Regular Meetings between the County and the Tribes

The County will endeavor to schedule yearly, quarterly, or other periodic meetings with all local tribes, subgroups of the tribes, or individual local tribes to discuss general topics and implementation of this Policy and Protocol. Confidential information should not be shared at these meetings unless the County can maintain confidentiality and withhold the information from the general public pursuant to relevant laws.

1. The County Board of Supervisors may conduct such meetings at regular or special Board meetings, or designate two Supervisors to conduct such meetings.
2. The Chairperson of the County Board of Supervisors (or the two designated Supervisors) shall coordinate with each individual Tribal Chairperson to determine the appropriate frequency of the meetings, timing, location, and agenda.
3. Staff may attend these meetings to assist with meeting logistics and information sharing, if requested by its governing body in consultation with the other participants.
4. If desired, County representatives shall be responsible for preparing meeting minutes, which would be provided for review to each participating Tribe prior to the next meeting.

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 10:30 a.m. ☐ Closed Session ☐ Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: January 12, 2016

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: At its September 15, 2015 meeting, the Board conducted a Workshop regarding a draft Tribal Consultation Policy. County staff distributed the Agenda Request Form (ARF) and draft Policy to Tribal representatives a week before the Workshop and issued a Press Release. Numerous Tribal representatives attended the workshop, several provided preliminary input, and many generally expressed a preference for additional time to review the draft Policy; accordingly, at the conclusion of the Workshop the Board scheduled a follow-up Workshop on October 20, 2015.

County staff distributed copies of the October 20 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. On October 20, the Board held the follow-up workshop, and two Tribal representatives attended. The Board of Supervisors conducted the Workshop, received input from the Tribes, and scheduled a follow-up Workshop for December 15, 2015. On November 18, the Board Chair sent correspondence to each Tribe reminding them of the Workshop. On December 9, the Board Chair sent additional correspondence to each Tribe reminding them of the Workshop. County staff provided the draft Policy to Tribal representatives in an electronic format to facilitate their review. County staff also called each Tribe during the week before the meeting to remind them of the Workshop and transmitted a copy of the ARF to Tribal representatives.

On December 15, the Board conducted the Workshop, and two Tribal representatives and one member of the public attended. Input was provided regarding the draft Policy, and staff was directed to update the Policy with the input received to date for further review at a follow-up Workshop in January. The Board asked staff to poll the tribes regarding a date for a follow-up Workshop. Based on the poll, the follow-up Workshop was scheduled for January 12, 2016. County representatives distributed copies of the January 12 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. County staff also distributed the draft updated draft Policy to the Tribes in an electronic format on January 5 to facilitate their review.

Exhibit B

Exhibit A includes the updated draft Tribal Consultation Policy. Exhibit B includes the December 15 ARF. Below is a summary of the comments received on December 15, with responses.

Next Steps

Staff anticipates receiving input from the Tribes and other interested parties, updating the Policy appropriately, and providing additional opportunities for input and/or noticing a meeting for final consideration. If the Board adopts the Policy, individual agreements with the Tribes may be negotiated based upon the Policy.

Input Summary and Responses

The following summarizes comments provided at the December 15 Workshop and provides responses. Previous input and response are detailed in Exhibit B.

Summarized Comment – consultation takes time, and the number of meetings should be specified.

Response – staff recommends that a general rule for the number of meeting should be specified, as described in Exhibit B.

Summarized Comment – a liaison between the County and the tribes is unnecessary.

Response – as described in Exhibit B, staff believes that a liaison may be desirable, but could be precluded by financial constraints.

Summarized Comment – the Consultation Committee should include the entire Tribal Council.

Response – staff believes that it would be appropriate to include more than two members of the Tribal Council on the Consultation Committee, if desired by the Tribes, and has updated the draft Policy to incorporate this concept.

Summarized Comment – Subsections a-k in Section III(iii)[1] should be deleted.

Response – staff recommends that the topics in Subsections a-k be addressed in the County's Consultation Policy to provide guidance if there are not agreements with the individual Tribes. Modifications to Subsections a-k may be specified in individual agreements with the Tribes; the draft Policy has been updated to emphasize this concept.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

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1 In the previous version of the draft Policy this reference was in Section II(iv).

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

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

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

Date: 1/6/16

Exhibits:

A. Updated Draft Tribal Consultation Policy
B. December 15, 2015 Agenda Request Form

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a California Environmental Quality Act (CEQA) project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. DEFINITIONS AND ACRONYMS

The following definitions apply to this Policy:

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i. Consultation. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance".

ii. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Council.

iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code Section 21074.

iv. Environmental Impact Report. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

v. General Plan. A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.

vi. Negative Declaration. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

vii. Specific Plan. A Plan prepared to Government Code Section 65450 et seq.

The following acronyms are utilized in this Policy.

I. AB. Assembly Bill

ii. CEQA. California Environmental Quality Act

iii. EIR. Enviornmental Impact Report

iv. MOU. Memorandum of Understanding

v. SB. Senate Bill

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~~II.~~III. CONSULTATION PROCESS

~~i.~~ ~~Consultation Defined.~~ ~~The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:~~

> ~~"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance."~~

~~ii.~~i. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the ~~California Environmental Quality Act ("CEQA")~~.

~~iii.~~ii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

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The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party,** the County will provide each Local Tribe with Notice of the opportunity to consult on matters affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party,** the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

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Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

~~iv.~~iii. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-face meetings at a mutually agreeable time and location to the extent possible. To accomplish this, unless otherwise specified in an agreement with the Tribes, the County Policy is:

a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation,- will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.

b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.

c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet, specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.

d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location

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other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint at least two members of its Tribal Council to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council may serve on the Consultation Committee.

   If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

   When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.

g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

   When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be

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included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.

i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.

j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

    1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of

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the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

~~III.~~IV. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental

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consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,

3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

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For Clerk's Use Only:
AGENDA NUMBER

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 1:30 p.m. ☐ Closed Session ☐ Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: At its September 15, 2015 meeting, the Board conducted a Workshop regarding a draft Tribal Consultation Policy. County staff distributed the Agenda Request Form (ARF) and draft Policy to Tribal representatives a week before the Workshop and issued a Press Release. Numerous Tribal representatives attended the workshop, several provided preliminary input, and many generally expressed a preference for additional time to review the draft Policy; accordingly, at the conclusion of the Workshop the Board scheduled a follow-up Workshop on October 20, 2015.

County staff distributed copies of the October 20 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. On October 20, the Board held the follow-up workshop, and two Tribal representatives attended. The Board of Supervisors conducted the Workshop, received input from the Tribes, and scheduled a follow-up Workshop for December 15, 2015. On November 18, the Board Chair sent correspondence to each Tribe reminding them of the Workshop. County staff provided the draft Policy to Tribal representatives in an electronic format to facilitate their review. County staff also called each Tribe during the week before the meeting to remind them of the Workshop and transmitted a copy of the ARF to Tribal representatives.

Attachment 1 includes the ARF from September 15. Staff has developed a flow chart and summary matrix, which are included in Attachment 2. Below are preliminary responses to several of the issues that have been raised to date.

Next Steps

Staff anticipates receiving input from the Tribes and other interested parties, updating the Policy appropriately, and providing additional opportunities for input and/or noticing a meeting for final consideration. If the Board adopts the Policy, individual agreements with the Tribes may be negotiated based upon the Policy.

Input Summary and Responses

County staff has been tracking input received to date and had planned to incorporate that feedback appropriately into the next iteration of the Policy. However, due to requests received at the October 20 Workshop, the following has been prepared to summarize comments received and describe staff's intended approach to address that input.

Summarized Comment – the individual Supervisors appointed to consult with each Tribe should be rotated, as is practiced elsewhere in the State.

Response – staff has been unable to confirm that such mechanism is practiced elsewhere in the State. County Counsel has reached out and learned of no other County operating in the way reported. Rather, she has been advised this method was not advisable and could create Brown Act issues. Although individual Supervisors could be rotated as described on a periodic or ad hoc basis, the Supervisors would need to comply with the Brown Act's provisions regarding serial meetings; this would most likely result in significant complexity and uncertainty, limit meaningful dialog, and expose the Supervisors to substantial risk. Therefore, staff recommends that only two specific Supervisors be appointed to consult with each Tribe, as described in the draft Policy. Although the full Board of Supervisors subject to the Brown Act could publicly consult with various permutations of Tribal representation, this would make it more difficult to meaningfully discuss sensitive cultural information.

Summarized Comment – a working group should be established to facilitate dialog.

Response – a staff working group could be established, and staff welcomes the opportunity to participate. We have been provided a copy of an Ordinance adopted in Monterey County before the passage of AB-52 dealing with matters involving tribal consultation. Staff has communicated with Monterey County and learned the County's designated chief negotiator on behalf of the County is the Planning Manager. As discussed above, staff recommends that if members of the Board serve as negotiators, only two specific Supervisors be appointed to consult with each Tribe; counsel recommends only two Board Members period for all tribes.

Summarized Comment – there should be more consultation meetings specified, or no limit to the number of meetings.

Response – staff suggests that a general guideline for the number of meetings be specified to afford some consistency and direction for the Tribes, the County, applicants, or other parties that could be involved in consultation. In the past, the Tribes have in some cases not requested any meetings in response to consultation requests, and in other instances have requested many meetings. Staff believes that three meetings would be an appropriate general rule, and that fewer or more meetings could be mutually agreed to as a component of the consultative process.

Summarized Comment – additional notice time should be provided.

Response – staff developed the notice periods to exceed State law (refer to Attachment 2). Additional notice periods could be specified, if consistent with State law. For private applications, Permit Streamlining Act time periods also apply (refer to Government Code Section 65950 et seq.).

Summarized Comment – confidentiality should be emphasized.

Response – the County is committed to working to protect cultural resource confidentiality, and the draft Policy has been crafted to do so. Any specific suggestions to improve the approach would be appreciated.

Summarized Comment – a liaison should be appointed to facilitate dialog between the County and the Tribes.

Response – such an appointment is technically possible and may be desirable. However, given the limited resources of the Tribes and the County, it could be difficult to finance such a position. Given previous Tribal requests for direct consultation with the Board of Supervisors, staff believes that the process outlined in the draft Policy is the most prudent fiscal approach.

Summarized Comment – definitions and acronyms should be included.

Response – staff concurs and plans to include definitions and acronyms in the next iteration of the Policy.

Summarized Comment – tribal representatives should have been included in drafting the draft Policy.

Response – the County utilized templates provided by Big Pine Tribal representatives to develop the draft Policy, and worked with them iteratively to update the Policy into its present form. The County welcomes additional input, including suggestions for wholesale redrafting. County staff has provided the document in an electronic format to facilitate such work, and continues to be available to assist.

Summarized Comment – the draft Policy should have been updated prior to the Workshops subsequent to September 15.

Response – the County deliberately did not update the draft Policy because of the request for additional time to review it and to ensure that all interested parties were reviewing the same document.

Summarized Comment – contacts should be specified.

Response – staff believes that the draft Policy includes appropriate contacts for the Policy given its umbrella purpose, and any specific suggestions would be appreciated. More detailed contacts can be developed in subsequent agreements with the individual Tribes or the County can rely exclusively on the names provided statutorily to it by the NAHC

Summarized Comment – other agencies should be included in the Policy.

Response – staff believes that the Policy should be oriented towards consultation with the Tribes. Under specific circumstances (e.g., a joint environmental document be prepared with a federal

agency, etc.), a more project-specific agreement could be an appropriate means to facilitate consultation between multiple agencies.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Lungo-Williams 12/1/15
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)

Date: 12/9/15

Attachments:

1. September 15, 2015 Agenda Request Form
2. Process Flow Chart and Comparison Matrix

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 1:30 p.m. ☐ Closed Session ☐ Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: Intergovernmental consultation between the County and recognized local tribes is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and codified with respect to General Plans in Government Code Section 65562.5 and 65352.3 et seq., Specific Plans in Government Code in Section 65453, and the California Environmental Quality Act (CEQA) in Public Resources Code Section 21080.3.1 et seq. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features. The County has been consulting with local Tribes for many years pursuant to SB18 and, since July 1, 2015, has consulted with local tribes pursuant to AB52.

Background

SB18 requires that the County consult with local Tribes when adopting or amending its General Plan and/or Specific Plans. The process is as follows: (1) the County requests a contact list from the Native American Heritage Commission, (2) the County sends consultation requests to those contacts provided in response at least 90 days prior to any action, and (3) the County consults with any tribes that may request consultation within 30 days. Consultation is defined as follows:

> ...the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

AB52 is new legislation that incorporates consultation into the CEQA process. The procedure is that the County must notify local tribes and request consultation for Environmental Impact Reports and (Mitigated) Negative Declarations within geographic areas that may be identified by local tribes. Within 14 days of determining a project complete or deciding to undertake a project,

the lead agency shall notify tribes that have requested to be notified of projects within a geographic area that includes the project, and the tribes have 30 days to request consultation. The definition of consultation is the same as for SB18.

Draft Policy

Partly through its efforts to consult with local tribes pursuant to SB18, County staff has been working to develop a Policy to guide consultation and other intergovernmental discussions with local tribes. Through an iterative process, a draft Policy has been crafted (attached) that includes the following:

1. Purpose
2. Defining consultation
3. Notification
4. Designates members of the Board of Supervisors and Tribal Council to consult
5. Procedures (including number, duration, location, and timing of meetings, participants, agendas, and note-taking)
6. Responsibilities
7. Protecting cultural resources
8. Confidentiality
9. Information exchange
10. Conferring regarding additional topics not required by SB18 and/or AB52

By design, and in an effort to further Tribal/County relations, the proposed policy has been drafted to exceed the requirements SB 18 and AB 52.

Next Steps

In conducting today's workshop, staff is seeking input from your Board, Tribes, and the general public. Prior to considering approval of the Policy as it may be revised, your Board may want to direct staff to provide public notice of its intent to consider the proposed Policy well in advance of the Board of Supervisors meeting at which the Policy will be agendized.

Also, if your Board ultimately adopts a policy, and if the Tribes please, the County and Tribes could use the policy as the basis for developing Tribe-specific Memorandums of Understanding (MOU) – or other similar instruments – regarding consultation, which would be presented to the Board for consideration. In the absence of such MOUs, the Policy (if adopted) would guide the County's consultation with the Tribes in compliance with, and exceeding current State law.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams
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)

Date: 09-09-2015

Date: 9/9/15

Attachment: Draft Policy

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by SB 18 (Burton, 2004) and AB 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a CEQA project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

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I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. CONSULTATION PROCESS

1. Consultation Defined. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:

"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance"

ii. Possible Actions Subject to Consultation. The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the California Environmental Quality Act ("CEQA").

iii. Notices. The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs initiated by the County, in the absence of an application from a third party, the County will provide each Local Tribe with Notice of the opportunity to consult on matters

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affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs based on an application from a third party, the county will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

iv. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-

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face meetings at a mutually agreeable time and location to the extent possible. To accomplish this, the County Policy is:

a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.

b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.

c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.

d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint two members of its Tribal Council to serve as its representatives to the consultation meetings.

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If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.

g. **Agendas & Note Taking.** County staff will be responsible for preparing consultation meeting agendas and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and; at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

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h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.

i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.

j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the county's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the

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Information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

k. **Resources.** The County will work with the Tribe to, mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

III. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation; and,

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2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,

3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

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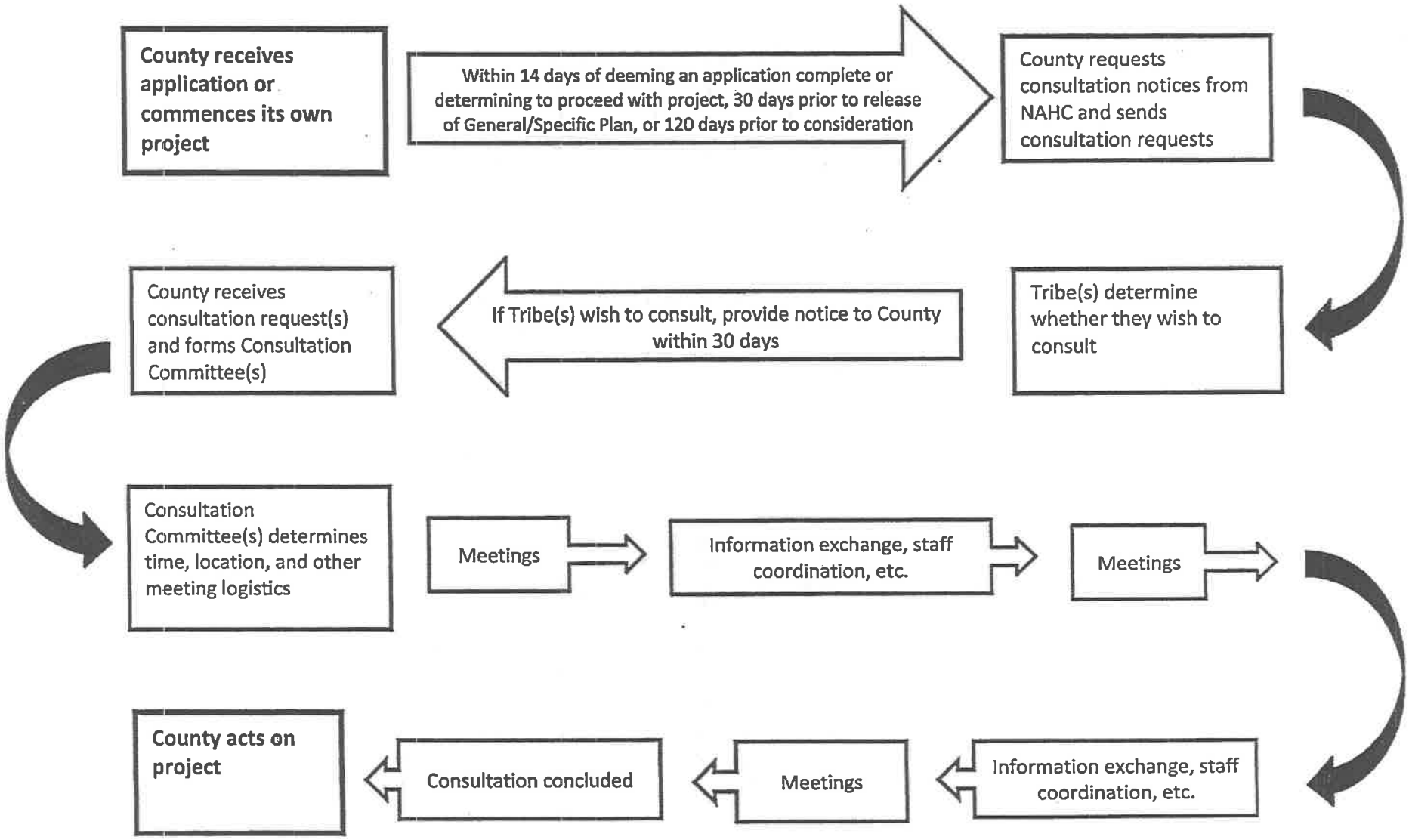
Draft Inyo County Tribal Consultation Policy Comparison Table
December 15, 2015

The following table summarizes how Inyo County's proposed draft Tribal Consultation Policy exceeds State requirements.

State Law Requirement	Draft Policy's Additional Requirements
None	Consistent Consultation Policy
Notice sent to list provided by Native American Heritage Commission	Notice sent to contact list provided by Tribes
Notice sent at least 90 days prior to consideration	Notice sent 30 prior to release of General Plan or Specific Plan
Notice sent at least 90 days prior to consideration	Notice sent 120 days prior to consideration
No number of meetings specified	Up to three meetings, unless more or fewer are agreed upon by the Consultation Committee
No timing of meetings specified	Timing of meetings shall be set by Consultation Committee
No location of meetings specified	Meetings shall generally be held at the Tribal offices
Consultation participants are not specified	Consultation shall be between elected officials, unless otherwise determined by the Consultation Committee
Meeting logistics not specified	The County shall be responsible for preparing the agenda and note-taking, disagreements about the agenda shall be discussed, notes shall be approved by the Consultation Committee
Process of information exchange not specified	Information exchange is detailed
No technical assistance allocated to Tribes	Planning Director provides technical information to the degree possible
Requires consultation only for tribal cultural resources	Specifies that additional topics not required by State law may be discussed, including, but not limited to, economic, environmental, cultural, social, and technological factors

Draft Inyo County Tribal Consultation Policy Flowchart
December 15, 2015

The following flowchart summarizes the process the County would follow under the Draft Tribal Consultation Policy.



BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY
Big Pine Paiute Indian Reservation
P.O. Box 700 · 825 South Main Street · Big Pine, CA 93513
(760) 938-2003 · fax (760) 938-2942
www.bigpinepaiute.org

January 12, 2016

Inyo County Board of Supervisors
P. O. Drawer N
224 N. Edwards Street
Independence, CA 93526

Subject: Inyo County Policy on Tribal Consultation

Dear Inyo County Supervisors:

The Big Pine Tribe of the Owens Valley (Tribe) appreciates your Board's recognition of the importance of tribal consultation as demonstrated in the Board's recent drafting of a County of Inyo Policy and Protocol for Tribal Consultation. As you are aware, I and other representatives of the Tribe have participated in Board meetings when this policy has been discussed and have offered verbal comments.

The Tribe recognizes the county policy as an effort to guide county leaders and staff in their future interactions with all local tribes in a manner consistent with state law and other consultation requirements. The Tribe also recognizes that each local tribe is a separate sovereign nation. Therefore, if the county desires a written policy that would inform and guide *both* county and tribal participants, the Tribe respectfully requests Inyo County officials meet with the Tribe to discuss the merits and possible content of a tribal-specific policy and protocol.

Regarding the January 4, 2016, revised draft of the county's tribal consultation policy, the Tribe recommends the following edits:

- The first paragraph in Section iii is generally acceptable, but the paragraph should end with a period following the word "Tribes" in the second sentence. The final phrase before the colon ("the County Policy is:") and the remainder of the section (all language in a. through k.) should be deleted.
- The first two paragraphs in Section iv are acceptable, but omit the third paragraph along with the 3 numbered statements.

The Tribe welcomes further consideration of a tribal specific consultation policy with Inyo County, and the Tribe suggests that, for further discussions to be productive, designated county representatives should meet with Tribal representatives to work on its contents. Please contact Tribal Administrator at the address and phone number listed above) if the county desires to discuss a consultation with the Big Pine Paiute Tribe.

Very Truly Yours,

Shannon Romero
Tribal Chairwoman

C: Yolanda Cortez, Interim Tribal Administrator
Sally Manning, Tribal Environmental Director

Exhibit C

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes (Local Tribes) ~~with tribal members and /or~~ regarding lands, resources, and property located in the jurisdiction of the County ~~(Local Tribes)~~. Intergovernmental consultation is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a California Environmental Quality Act (CEQA) project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribe(s) and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, traditional ecological knowledge, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. DEFINITIONS AND ACRONYMS

The following definitions apply to this Policy:

i. Consultation. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance".

ii. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Council.

iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code Section 21074.

iv. Environmental Impact Report. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

v. General Plan. A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.

vi. Negative Declaration. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).

vii. Specific Plan. A Plan prepared to Government Code Section 65450 et seq.

The following acronyms are utilized in this Policy.

i. AB. Assembly Bill

ii. CEQA. California Environmental Quality Act

iii. EIR. Enviornmental Impact Report

iv. MOU. Memorandum of Understanding

v. SB. Senate Bill

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~~II.~~III. CONSULTATION PROCESS

~~i. **Consultation Defined.** The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:~~

> ~~"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance"~~

~~ii.~~i. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the ~~California Environmental Quality Act ("~~CEQA~~").~~

~~iii.~~ii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

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The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party**, the County will provide each Local Tribe with Notice of the opportunity to consult on matters affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for ~~the~~ a Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,

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c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

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For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,

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c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

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Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

~~iv.~~iii. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-face meetings at a mutually agreeable time and location to the extent possible. The County will follow the following protocol with local tribes absent an agreement with the specific Tribe, and will consider substantive modifications to the protocol in any such agreement. To accomplish this, unless otherwise specified in an agreement with a particular Tribe, the County Policy is:

a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.

b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.

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c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the

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Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.

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d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

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e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint at least two members of its Tribal Council or a tribal council official designee to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council may serve on the Consultation Committee.

   If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

   When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.

g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribes at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's' Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe(s) within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribes to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, traditional ecological knowledge, traditional community intellectual property, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribes to facilitate enabling the Tribes to access and steward its traditional tribal cultural resources.

i. **Confidentiality.** The County recognizes and supports the Tribe's' need to maintain confidentiality to protect archaeological sites, traditional cultural properties, traditional ecological knowledge, traditional community intellectual property, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.

j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribes except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information

exchanged by the Tribes will not be released by the County unless authorized by ~~the~~ said Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

1. To the extent practicable, the County's and Local Tribe's' Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribes. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribes shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribes will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

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The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribes.

~~III.~~IV. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribes and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe should~~all~~:

1. Be consistent with and not contradict thise ~~County's~~ Policy & Protocol ~~for Tribal Consultation~~, although minor modifications to specific timing, noticing, and other procedural requirements may be considered; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,

3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

V. Regular Meetings between the County and the Tribes

The County will endeavor to schedule yearly, quarterly, or other periodic meetings with all local tribes and tribally designated official tribal entities~~, subgroups of the tribes, or individual local tribes~~ to discuss general topics and implementation of this Policy and Protocol. Confidential

information should not be shared at these meetings unless the County can maintain confidentiality and withhold the information from the general public pursuant to relevant laws.

1. The County Board of Supervisors may conduct such meetings at regular or special Board meetings, or designate two Supervisors to conduct such meetings.
2. The Chairperson of the County Board of Supervisors (or the two designated Supervisors) ~~shall~~ will coordinate with each individual Tribal Chairperson to determine the appropriate frequency of the meetings, timing, location, and agenda.
3. Staff may attend these meetings to assist with meeting logistics and information sharing, if requested by its governing body in consultation with the other participants.
4. If desired, County representatives shall be responsible for preparing meeting minutes, which would be provided for review to each participating Tribe prior to the next meeting.

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STATE OF CALIFORNIA Edmund G. Brown, Jr., Governor

NATIVE AMERICAN HERITAGE COMMISSION
1550 Harbor Blvd., Suite 100
West Sacramento, CA 95691
(916) 373-3710
Fax (916) 373-5471

James Ramos, Chairman
(916) 373-3710
nahc@nahc.ca.gov

May 23, 2016

County of Inyo
Board of Supervisors
168 N. Edwards Street
P.O. Box N
Independence, CA 93526

Dear Chairman and Supervisors,

The State of California Native American Heritage Commission would like to thank the Inyo County Board of Supervisors for the invitation to submit public comments on your draft Policy & Protocol for Tribal Consultation ("Policy").

As you know the Commission has the task of preserving and ensuring accessibility of Native Americans to Native American human remains and sacred places. In addition, the Commission has a statutory role in the facilitation of tribal consultation under AB 52 (Gatto) (Chapter 532 of Statutes of 2014), which significantly amended the California Environmental Quality Act. [1]

The Commission also plays a vital role in providing information and capacity-building tools to tribes and local governments concerning compliance with AB

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[1] AB 52 amended Public Resources Code section 5097.94 to add subdivision (m), which provides as one of the Commission's duties:

(m) To provide each California Native American tribe, as defined in [Public Resources Code] [s]ection 21073, on or before July 1, 2016, with a list of all public agencies that may be a lead agency pursuant to Division 13 (commencing with [Public Resources Code] [s]ection 21000) within the geographic area with which the tribe is traditionally and culturally affiliated, the contact information of those public agencies, and information on how the tribe may request the public agency to notify the tribe of projects within the jurisdiction of those public agencies for purposes of requesting consultation pursuant to [Public Resources Code] [s]ection 21080.3.1.

AB 52 also added Section 21080.3.1 to CEQA. Subdivision (c) of that section requires that, for purposes of facilitating consultation under AB 52, "the Native American Heritage Commission shall assist the lead agency in identifying the California Native American tribes that are traditionally and culturally affiliated with the project area."

52 and other State laws concerning Native American human remains, sacred places, and tribal cultural resources.

We are interested not only in ensuring compliance with the laws protecting Native American human remains, sacred places, and tribal cultural resources, but also in fostering productive government-to-government relationships between lead agencies and tribes for the protection of the resources themselves, the role they serve in tribal sovereignty, as well as the role they play in the lives of all the citizens of the State of California.

The Commission commends Inyo County for deciding to create and adopt a County Policy for Tribal Consultation. It is no small task. It is our understanding that significant amounts of time and resources have been dedicated to this undertaking. We believe a policy like this, if crafted equitably, can help create an open and inclusive process for tribal governments as well as for all those interested in the protection and proper treatment of tribal cultural resources. The Commission also believes this can be key to the County fostering positive relationships with its tribal communities.

We offer the following comments, information and best practices for your consideration. We are also attaching a redlined document containing our comments and suggestions for specific language for the draft Policy.

I. Time Frames and Notification Requirements

The Commission agrees that inclusion of time frames in a policy such as this is important. Notification requirements are also crucial for a cohesive tribal consultation process. However, the time frames and the notification requirements in the draft Policy conflict with the statutory requirements of applicable law. In particular, the number of meetings, duration of meetings, timing for notices and for tribal requests for consultation do not comply with statutorily required and permitted time frames set forth in AB 52 and SB 18 (Government Code sections 65352.3 and 65562.5). The draft Policy language as indicated throughout the document should be amended so it is consistent with the legal requirements.

The draft Policy's language regarding the conclusion of consultation should also follow the statutory requirements of AB 52 and SB 18, but the language in this draft Policy does not comply. The state Legislature expended much time and energy achieving a fair and equitable balance when it finalized the statutory language and associated policies addressing the conclusion of consultation. In particular, the Legislature rejected language that set forth a limited number of days or meetings that would comprise consultation. It was understood by the approving State committees and the Legislature that, similar to other CEQA provisions that provide a framework but allow the latitude necessary to fulfill mandates, consultation is a fluid, fact-specific undertaking

that will vary from project-to-project and with the parties involved. It was also understood that in order to facilitate an open, meaningful discussion on the intricate subjects that are part of the consultation, including real consideration of design/development alternatives and culturally appropriate mitigation, that limited constraints would not be conducive to the type of collaborative discussions and consultation this law was enacted to carry out. Since AB 52 contains specific language about when consultation is completed, this language applies to all CEQA projects. AB 52's requirements for the conclusion of consultation should be followed as written.

II. Substantive Consultation Elements

While it may be desirable to have sections on agenda setting and note taking, the sections within the draft Policy are not reflective of the fact that the tribal consultation process is part of the compilation of the record of decision for CEQA. According to AB 52, tribal governments are entities with potential expertise on the matters subject to consultation. This expertise, expressed in the form of comments, suggested mitigation measures, and tribal analysis of the nature and severity of environmental impacts, must be accurately reflected in the record when provided. This means the write-ups and summaries of consultation should be drafted by either the tribal government itself or by another party, with the language being approved by the tribe, to ensure tribal comments are accurately and comprehensively included in the record of decision. This is to safeguard tribal expertise from being interpreted or translated through a different lens that may result in misstatements or alter the tribe's intended comments and concerns. This also aids the agency in the compilation of an accurate record for CEQA purposes and for purposes of fulfillment and completion of consultation.

The sections on exchange of information and transmitting of communications do not incorporate the mandated confidentiality provisions in the law. Confidentiality provisions are a cornerstone of both SB 18 and AB 52. They help foster an open and trustworthy environment for consultation. Subjects explored during a consultation are sensitive because they involve potential harms and impacts to the very nature of tribal identity, spirituality, custom and tradition. In addition, confidentiality is of paramount importance as it ensures the actual physical protection of the places at issue, helping to prevent deliberate disturbance and destruction of the resources. All sections in the Policy that implicate confidentiality must be brought into compliance with the statutory requirements.

The sections of the draft Policy that address the dissemination, sharing, and distribution of information about proposed projects, including reports, survey results and other materials, should include a commitment on behalf of the County to provide this information and documentation early in the planning process. Early and open discussions, with all information necessary to engage

in meaningful consultation, are another key component of AB 52.[2] The goal is for all the information, including tribal information, to be factored into the decision-making process before a decision is reached, not as an afterthought once decisions and commitments have already been determined. The tribes will be unable to provide fully formed opinions, expertise and contributions without having all of available information concerning the project details, including all relevant technical studies, soils tests, grade plans and other pertinent documents. In addition, the draft Policy is currently worded to include only the provision of materials limited to the investigations and mitigation measures. This is only one step of the consultation process, and is in fact the last step. This language should be broadened to include for the provision of all the materials necessary for the full range of consultation discussions, which include not just mitigation measures, but also assessing the feasibility of avoidance, the severity and type of impacts, the type of environmental document appropriate for the project, and project alternatives.

The purpose and goal of the Consultation Committee that has been included in the draft Policy is unclear. We urge that this concept be reviewed and worked through with the stakeholder tribes. The Commission sees potential confusion and conflict with the tasks and duties the draft Policy seems to assign to the Consultation Committee. For example, it is unclear why a consultation committee would need to review the notes from a tribal consultation. The information and opinions shared by the tribe, for example, belong to the tribe and should not be altered or interpreted through a third party, like a committee. The tribe must either document their contributions themselves or have the final authority over any interpretation or write-up of this information. Each consultation is unique because each project is unique, and the Policy should allow for enough latitude to adjust to each circumstance.

In addition, it is unclear how a Consultation Committee will be able to observe the confidentiality provisions in the law. If the Consultation Committee refers to the parties that participate in each individual consultation, the terminology is confusing because it suggests some third party besides the tribal government and the County government will be participating.[3] Another crucial element of

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[2] Public Resources Code section 21080.3.1, subdivision (b) provides that a lead agency shall begin consultation prior to the release of a negative declaration, mitigated negative declaration or environmental impact report with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of a proposed project if the tribe has timely requested notification of projects in the tribe's area of traditional and cultural affiliation and consultation for that particular project. Public Resources Code section 21080.3.2, subdivision (a) provides that if a California Native American tribe requests consultation regarding alternatives to the projected, recommended mitigation measures, or significant effects, the consultation shall include those topics.

[3] Although Public Resources Code section 21082.3, subdivision(c)(2)(A) does not prohibit the confidential exchange of information regarding tribal cultural resources submitted by a California Native American tribe during consultation or the environmental review process

AB 52, SB 18 and federal law is respect for the participation of a tribe as a tribal governmental entity, not as a member of the public or an interest group. Usage of a Consultation Committee seems to dilute or eliminate the tribal government role in this process. It is important that that role and authority is preserved. As indicated above, it is the tribal government itself that is participating in consultation through its representatives, just as the County is participating in consultation through its representatives, and any committee or working group must preserve and respect these roles and authorities.

It is also improper to limit the number of tribal representatives in any consultation, as there is a commitment to respect each party's sovereignty with respect to how their governments are organized and how governmental decisions are made. Just as tribes must respect the County's governmental processes, including the Brown Act constraints, the County must also be respectful and agreeable to work with the tribes' governmental processes.

In addition, we have offered an "Intent and Purpose of Consultation" section, as we believe this sets the framework for consultation, manages expectations, and informs all of the legal definition of consultation. We believe this also helps address any issues regarding meeting the requirements for the conduct and completion of consultation. If followed, this section will help the County complete consultation in a manner that is transparent to all.

III. Scope of the Consultation Policy

Upon review of the draft Policy it is not completely clear which circumstances and projects this Policy applies to. Tribal consultation processes and requirements exist not only in different areas of State law, like SB 18, AB 52, and in other sections of the Public Resources Code, but also in federal laws such as the National Environmental Policy Act (NEPA)[4] and the National Historic Preservation Act of 1966.[5] Also, environmental issues and cultural resources protection issues are not the only issues affecting tribal communities. If the intent of the draft Policy is to provide latitude to build other types of consultation opportunities, additional sections may need to be added to address this. We suggested citations throughout the document to

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among the lead agency, the California Native American tribe, the project applicant, or the project applicant's agent, subdivision (d)(1) speaks in terms of a consultation process between a California Native American tribe and a lead agency. *See* Public Resources Code section 21082.3, subdivision (d)(1) (stating that a lead agency may certify an environmental impact report or mitigated negative declaration for a project with a significant effect on an identified tribal cultural resource only if, among other possibilities, "the consultation process **between a California Native American tribe and a lead agency** has occurred . . . ." (Emphasis added).

[4] 42 U.S.C. 4321 et seq.

[5] 54 U.S.C. 300101 et seq.

clarify the processes to which this Policy applies, but also suggest that this list of processes be inclusive rather than exclusive.

IV. MOU or MOA Component

It is our understanding that the option of executing an MOU or MOA is the desire of both the County and many of the culturally affiliated tribes in Inyo County. There is great value in executing individual agreements with customized processes and protocols unique to each government. Certain elements of the consultation process may not be appropriate for a blanket policy because each tribal government has different capacities in terms of resources and staffing. However, we do not support agreements that would limit or curtail the legal rights of the affected tribe.

V. Encourage a Joint Process to Create the Tribal Consultation Policy

This policy has the potential to affect tribal government sovereignty and legal rights. As such, we understand that Inyo County has invited the tribes to participate in public meetings or workshops concerning this Policy. However, we have heard from a number of tribes that they are not sure how to participate in the process concerning this proposed Policy. We have been informed that when tribes have offered comments and requested specific language or edits, those offerings have not been answered with detailed responses. In addition, it appears there have not been meetings between the tribes and the County to resolved the voiced concerns of the tribes. It seems that tribal comments are not being fully considered by the County in collaboration with the tribes. As an agency that has policies in place affecting tribes in the entire State of California, we understand that putting together a Policy such as this with the meaningful input of all stakeholders is a complex undertaking. We remain optimistic that the County is interested in a joint shaping of this Policy. We encourage collaboration on the substantive terms set forth in this document as well as on the specific language.

In addition, although it is the County that is charged with deciding what is best for its jurisdiction and sphere of influence, when it comes to putting together a policy that affects other sovereigns, such as tribes, the language and tone utilized to convey the process and the parameters under which multiple sovereigns shall work together should be mutually respectful. Much of the language in the draft Policy reads with a tone that Inyo County is dictating the rules without providing any deference to the tribes. The draft Policy, for example, readily takes into account the perspective and organization of Inyo County, but neglects to incorporate tribal government perspective, structure and capacity. The Policy should reflect governments working together respectfully and collaboratively.

As you know, the Commission held a public meeting in Bishop on May 15, 2016, and received public comment from tribes on the County's Policy. With

the presence of a County representative at this meeting we are hopeful the County heard and received the offered public comments and is working towards meaningful consideration of such comments.

Thank you for this opportunity to submit our comments. We are available to provide resources and assistance towards the finalization of this Policy. We also welcome the opportunity to participate in future workshops and public meetings on this Policy.

Sincerely,

James Ramos, Chairman
Native American Heritage Commission

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental tribal/county consultation with sovereign California Native American Indian Tribes with ~~tribal membercultural affiliations~~ and /or lands located in the jurisdiction of the County (Local Tribes). ~~Intergovernmental~~ Tribal consultation is governed by Senate Bill (SB) 18 (Burton, 2004, Chapter 905, Statutes of 2004) and Assembly Bill (AB) 52 (Gatto, 2014, Chapter 532, Statutes of 2014) and specifically codified with respect to the adoption or amendment of General Plans and ~~{Government Code section 65300, et. seq.},~~ Specific Plans ({Gov.~~ernment~~ Code § ~~section~~ 65352.3, subd. (a)(1~~453~~)}, Open Space Designations (Gov. Code § 65562.5), and potential impacts on tribal cultural resources as a consequence of a California Environmental Quality Act (CEQA) project ({Pub. ~~lic~~ Resources Code § ~~section~~ 21080.3.1~~74~~], ~~and designation of land as open spaces containing traditional tribal cultural places.~~ Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent, ~~and~~ efficient and culturally suitable protocol ~~for how the County will conducting~~ tribal/county intergovernmental consultation under existing State and local laws.

Comment [TR1]: This word needs to stay in.

~~In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandaums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to, biology, environment, aesthetics, public safety, and socioeconomics issues.~~

The County is committed to open, candid, respectful, meaningful, constructive, timely and effective communication that is required by State laws governing tribal consultation~~,~~ and necessary to foster understanding of issues, inclusion of tribal expertise in environmental assessments for projects that may have a significant impact on tribal cultural resources, and positive relations between elected leaders of the County and Local Tribes. ~~The County is also committed to , as well as providing a framework for discussing mutually agreed upon t~~Topics ~~not subject to state laws governing consultation.~~

Comment [LM2]: This is from legislative intent of AB 52

Besides the consultation topics included for a development project subject to Tribal Consultation, the Inyo County Board of Supervisors is also committed to providing a framework for discussing mutually agreed upon topics outside this scope. The County desires to establish parameters for creating a framework for memoranda of understanding (MOU) or other instruments for consulting

on matters that, although not legally required by SB 18 or AB 52, may be of concern to Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics, including, but not limited to, public safety, socioeconomic matters and other matters of mutual concern.

Comment [LM3]: Deleted some of the topics (environment, biology, aethetics) because they are covered under AB 52, i.e. environment and biology as it relates to cultural landscapes. Concern that listing of topics in a paragraph that speaks to topics beyond the scope of AB 52 mis-states the legal scope of AB 52. Left those topics in Section IV.

II. DEFINITIONS AND ACRONYMS

The following definitions apply to this Policy:

i. Consultation. The County adheres to the definition of "consultation" found in ~~SB 18 and~~ Government Code section 65352.4 ~~and~~, Public Resources Code section 21080.3.1, subdivision (b), and State of California Tribal Consultation Guidelines – Supplement to General Plan Guidelines, Nov 14, 2005: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance".

ii. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Tribe's Governing Body.~~Council~~.

iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code s~~S~~ection 21074.

iv. Environmental Impact Report. An environmental ~~document~~ document as defined in Public Resources Code section 21061. ~~prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).~~

v. General Plan. A comprehensive, long-term general plan for the County, as described in Government Code s~~S~~ection 65300 et seq.

vi. Mitigated Negative Declaration. A negative declaration as defined in Public Resources Code section 21064.5.

vii. Negative Declaration. An environmental document as defined in Public Resources Code section 21064.

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~~prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).~~

viii. Open Space. Land designated for open space use as defined in Government Code section 65560, subdivision (b).

ix.

x. Specific Plan. A Plan prepared pursuant to Government Code s~~S~~ection 65450 et seq.

The following acronyms are utilized in this Policy.

i. AB. Assembly Bill

ii. CEQA. California Environmental Quality Act

iii. EIR. ~~Enviornmental~~Environmental Impact Report

iv. MOU. Memorandum of Understanding

v. SB. Senate Bill

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~~II.~~ CONSULTATION PROCESS

III.

i. The County adheres to the required processes of consultation found in Government Code section 65352.4, Public Resources Code section 21080.3.1, 21080.3.2, 21082.3, and State of California Tribal Consultation Guidelines – Supplement to General Plan Guidelines, Nov 14, 2005:~~Consultation Defined. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:~~

~~"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance"~~

~~ii.~~ i. **Possible Actions Subject to Consultation.** The County will engage in tribal/county intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and/or amend or adopt Specific Plans, designate areas as open space, and for projects subject to CEQA for which the County is Lead Agency. Such consultation will take placed before the County ~~prior to the~~ releases ~~of~~ any Mitigated Negative Declarations, Negative Declarations, or Environmental Impact Reports (EIRs) ~~for which the County is the Lead Agency under the California Environmental Quality Act ("CEQA")~~.

~~iii.~~ ii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located. Notices shall meet the requirements pursuant to 21080.3.1(d) and will following the State of California Tribal Consultation Guidelines – Supplement to General Plan Guidelines, Nov 14, 2005. ~~Your proposed language~~ Local Tribes are asked ~~keep~~ provide the County ~~provided~~ with current ~~up-to-date~~ contact information and to update that information whenever necessary. The County requests that the contact information include ~~consisting of~~ names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel. [

For General Plan Amendments, Specific Plans, Open Space Designation, Mitigated Negative Declarations, ~~and~~ Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party**, the County will provide each Local Tribe with Notice of the opportunity to consult on matters affecting the Tribe. The law requires a minimum notice period~~;~~, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the

Comment [TR4]: [Note: Your proposed language is not consistent with AB 52. Public Resources Code section 21080.3.1, subd. (b) provides in relevant part: "If the California Native American tribe does not designate a lead contact person, or designates multiple lead contact people, the lead agency shall defer to the individual listed on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004." Chapter 905 of the Statutes of 2004 is SB 18.]

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Comment [TR5]: [Note: Do you mean all communications regarding the scheduling of consultation? If not, the confidentiality requirements of AB 52, specifically the affirmative duty of the lead agency NOT to disclose information provided by a tribe during the environmental review process, needs to be made clear in this document and to the Board of Supervisors, the County Administrator, and the County Counsel. See Public Resources Code section 21080.3.1, subd (c) (1), which provides in relevant part: "Any information, including, but not limited to, the location, description, and use of the tribal cultural resources, that is submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or public agency to the public, consistent with subdivision (r) of Section 6254 of, and Section 6254.10 of, the Government Code, and subdivision (d) of Section 15120 of Title 14 of the California Code of Regulations, without the prior consent of the tribe that provided the information." AB 52 does not require a tribe to maintain as confidential its own information provide during the environmental review process. See id.]

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facts, the following time periods, which meet or exceed state minimum requirements or a longer period: ~~Why 2 separate noticing processes?~~

a. 30-days prior to the release of any Draft General Plan Amendment, Draft Open Space Designation, or ~~or~~ Draft Specific Plan ~~for public~~for public review; this extended period over what is required by law provides time for the Local Tribe and the County ~~to engage~~to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria. [Note: This is potentially inconsistent with AB 52, depending on how "final action" is defined. AB 52 prohibits the certification of an EIR or the adoption of an MND for a project that has a significant impact on an identified tribal cultural resource unless consultation, if initiated, has concluded in compliance with AB 52. See Public Resources Code section 21082.3, subd. (d), which provides: " In addition to other provisions of this division, a lead agency may certify an environmental impact report or adopt a mitigated negative declaration for a project with a significant impact on an identified tribal cultural resources only if one of the following occurs: (1) The consultation process between the California Native American tribe and the lead agency has occurred as provided in Sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2; (2) The California Native American tribe has requested consultation pursuant to Section 21080.3.1 and has failed to provide comments to the lead agency, or otherwise failed to engage, in the consultation process; (3) The lead agency has complied with subdivision (d) of Section 21080.3.1 and the California Native American tribe has failed to request consultation within 30 days." Since it cannot be determined in advance when consultation, if initiated, will conclude, it may not be possible to determine when a County can certify an EIR or adopt an MND subject to AB 52 such that a 120 –day period can be determined

For General Plan Amendments, Specific Plans, Open Space Designations, Mitigated Negative Declarations, ~~and~~ Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

Comment [TR6]: [Note: This is potentially inconsistent with AB 52, depending on how "final action" is defined. AB 52 prohibits the certification of an EIR or the adoption of an MND for a project that has a significant impact on an identified tribal cultural resource unless consultation, if initiated, has concluded in compliance with AB 52. See Public Resources Code section 21082.3, subd. (d), which provides: " In addition to other provisions of this division, a lead agency may certify an environmental impact report or adopt a mitigated negative declaration for a project with a significant impact on an identified tribal cultural resources only if one of the following occurs: (1) The consultation process between the California Native American tribe and the lead agency has occurred as provided in Sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2; (2) The California Native American tribe has requested consultation pursuant to Section 21080.3.1 and has failed to provide comments to the lead agency, or otherwise failed to engage, in the consultation process; (3) The lead agency has complied with subdivision (d) of Section 21080.3.1 and the California Native American tribe has failed to request consultation within 30 days." Since it cannot be determined in advance when consultation, if initiated, will conclude, it may not be possible to determine when a County can certify an EIR or adopt an MND subject to AB 52 such that a 120 –day period can be determined].

b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice. [Note: This is inconsistent with SB 18. See Gov. Code section 65352.3, subd. (a) (2): "From the date on which a California Native American tribe is contacted pursuant to this subdivision, the tribe has 90 days in which to request consultation, unless a shorter timeframe has been agreed to by that tribe."]

Comment [TR7]: [Note: This is inconsistent with SB 18. See Gov. Code section 65352.3, subd. (a) (2): "From the date on which a California Native American tribe is contacted pursuant to this subdivision, the tribe has 90 days in which to request consultation, unless a shorter timeframe has been agreed to by that tribe."]

ii. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-face meetings at a mutually agreeable time and location to the extent possible. The County will follow the following protocol with local tribes absent an agreement with the specific Tribe, and will consider substantive modifications to the protocol in any such agreement. To accomplish this, unless otherwise specified in an agreement with a particular Tribe, the County Policy is:

a. **Intent and Purpose of Consultation.** In recognition of their governmental status, to establish a meaningful consultation process between California Native American tribal governments and the County of Inyo, respecting the interests and roles of the tribes and project proponents, and the level of required confidentiality concerning tribal cultural resources, at the earliest possible point in the CEQA environmental review process, so that tribal cultural resources can be identified and culturally appropriate mitigation and mitigation monitoring programs can be considered by Inyo County decision makers.

Comment [LM8]: From AB 52 legislative intent section

~~Since California Native American prehistoric, historic, archaeological, cultural, and sacred places are essential elements in tribal cultural traditions, heritages, and identities and California Native American tribes may have expertise with regard to their tribal history and practices, which concern the tribal cultural resources with which they are traditionally and culturally affiliated main purposes of this consultation process are to identify tribal cultural resources and information concerning the resources for purposes of determining significant impacts and appropriate mitigation, to gather information to aid in decisions concerning the type of environmental document to prepare, and to ensure that the CEQA assessments are inclusive of relevant tribal information.~~

b. California Native American prehistoric, historic, archaeological, cultural, and sacred places are essential elements in tribal cultural traditions, heritage, and identities and California Native American tribes may have expertise with regard to their tribal history and practices that concern the tribal cultural resources with which they are traditionally and culturally affiliated. Therefore, the main purposes of this consultation process are to identify tribal cultural resources and information concerning the resources for purposes of determining significant impacts and appropriate mitigation, to gather information to aid in decisions concerning the type of environmental document to prepare, and to ensure that the CEQA assessments are inclusive of relevant tribal information.

Number of Meetings. Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation,- will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable. ~~This section is contrary to the requirements and legislative intent of AB 52~~

~~a.~~ **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing. [

~~b.~~c.

~~c.~~ **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule does not relieve any party of its obligation to work with other parties to find a meeting date~~is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient~~ that is mutually acceptable to~~for~~ all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the ~~elected~~ representatives of the Local Tribe.

d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. ~~Also, would be best to default that each consultation meeting is closed to the public and, as such, organizers will abide by any applicable legal constraints to ensure the confidentiality of the meeting, i.e. the County will be limited to only two elected representatives, but unlimited on the number of~~

Comment [TR9]: a.[Note: This is inconsistent with AB 52 for the same reasons as provided for subdivision (a) above. Additionally SB 18 does not place a statutory time limit for the end of consultation. See Governor's Office of Planning and Research, *Tribal Consultation Guidelines, Supplement to General Plan Guidelines* (November 14, 2005) at p. 18: "Consultation, pursuant to Government Code § 65352.3 and § 65352.4, should be considered concluded at the point in which:

- The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or

Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning appropriate measures of preservation or mitigation."

Comment [LM10]: Recommended this come with enough latitude for parties to make adjustments as needed in terms of representatives and consultants on a project by project basis.

~~staff resources it may allocate.~~The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint at least two members of its Tribal Council to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council may serve on the Consultation Committee.

If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings. ~~This suggests~~

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

Comment [TR11]: . [Note: It really isn't for the County to tell the tribe who should and can represent it, as long as the representatives are designated to speak on behalf of the tribe. Again, limiting consultation to three meetings conflict with AB 52 and SB 18, since consultation may be concluded only as provided by the provisions of AB 52 and the SB 18 guidelines. This also suggests bad faith *ab initio*

f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.

Comment [TR12]: [Note: Although it isn't stated, it should be made clear that consultation will be conducted with each tribe individually.]

~~f.~~g. **Project Proponent Participation:** Project proponents shall participate only upon the mutual consent of the County's Consultation Committee representatives and the tribe's Consultation Committee representatives and shall respect all applicable laws and this policy and protocol. (See Public Resources Code section 21080.3.2, subd. (d): "If the project proponent or its

consultants participate in the consultation, those parties shall respect the principles set forth in this section.")

~~g.~~h. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas with the agreement of the local tribe, and taking notes. [Note: The note taker should be someone mutually agreed upon.] This topic bleeds into documentation of the record for CEQA purposes and should be redrafted to reflect this important aspect of the consultation process.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues, if known, relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

Comment [LM13]: The agenda should be created together by all parties. Also, this does not square with the intention to include topics beyond the required topics and to facilitate open dialogue?

Topics for consultation may be alternatives to the project, recommended mitigation measures, significant effects, the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources.

The meeting notes shall be reviewed and approved by the parties to the consultation ~~Consultation Committee~~ prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

J. **Conclusion of Consultation.** The intergovernmental tribal/county consultation shall be considered concluded when either of the following occurs: (1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource. (2) A party, acting in good faith and after reasonable effort, concludes that a mutual agreement cannot be reached.

k. **Cultural Resources.** The County shall, when feasible, avoid damaging effects to any tribal cultural resource. When avoidance is not feasible, it will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate,

and manage archaeological sites, traditional cultural properties, and traditional cultural resources~~,~~ identified within the jurisdiction of the County pursuant to 21082.3 (a), (b), (e), and 21084.3. To the extent feasible, as ~~reasonable, and~~ allowed by law, the County will work with the Tribe to facilitate ~~enabling the Tribe to~~ access and stewardship of its traditional tribal cultural resources. [Note: AB 52 provides that public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. See Pub. Resources Code § 21084.3, subd. (a). Avoidance and preservation in place should be the first considered options before mitigation. See Pub. Resources Code § 21084.3, subd. (b)(1).]

l. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including, but not limited to, exemption from public disclosure as set forth in ~~SB 18 and~~ California Government Code sections 6254, subd. (r), 6254.10, and 65352.4; Public Resources Code section 21082.3, subd. (c)(1), and Section 15120 of Title 14 of the California Code of Regulations.

m. Exchange of Information. Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. [Note: This conflicts with AB 52. AB 52 does not require the designation of information provided by a tribe during the environmental review process as being confidential; the information is already considered confidential and cannot be released without the prior consent of the tribe. Public Resources Code section 21082.3, subdivision (c) (1) provides:

> (c)(1) Any information, including, but not limited to, the location, description, and use of the tribal cultural resources, that is submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with subdivision (r) of Section 6254 and Section 6254.10 of, the Government Code, and subdivision (d) of Section 15120 of Title 14 of the California Code of Regulations. If the lead agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public. This subdivision does not prohibit the confidential exchange of the submitted information

between public agencies that have lawful jurisdiction over the preparation of the environmental document.

Please note that there is no requirement in either SB 18 or AB 52 that a tribe must maintain as confidential the information it provides during consultation. Please amend accordingly.]

a. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe. [Note: To the extent that this section requires a tribe to designate as confidential information it has provided during consultation, it conflicts with AB 52. Please see notes to subdivision (h) above.]

1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff, the project applicant, or the project applicant's agent. [Note: AB 52 does not prohibit the confidential exchange of information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the lead agency, the California Native American tribe, the project applicant, or the project applicant's agent. See Pub. Resources Code § 21080.3.2, subd. (c) (1)]~~and consultants~~. Copies of the data are to be made and distributed only to those staff, the project applicant, or the project applicant's agent ~~and consultants~~ directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. ~~Information provided by either the County or the Tribe shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided~~. [Again,

this is inconsistent with Public Resources Code section 21080.3.2, subd. (c)(1).]

3. The County ~~and the Tribe~~ will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the tribe ~~applicable party~~ of the releasability. The County ~~Neither party~~ will not disclose documents exchanged or developed as a part of an MOU without providing notice to the tribe~~other party~~. The County ~~Each party~~ will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the tribe's ~~other party's~~ documents. ~~Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.~~ [Note: Again, there is no state statutory requirement that a tribe maintain as confidential its own information.]

o. **Resources.** The County commits to provision of materials and information to the Local Tribes as early in the process as possible to enable a meaningful consultation, including materials for discussions on avoidance, preservation in place, alternatives, mitigation, and long-term management of resources. For example such documents may include maps, records search results, survey reports, information on alternatives, design proposals, mitigation proposals and other documents relevant to the project details. The County will work with the Tribe to mutually provide the resources necessary for ~~consultation, avoidance, preservation in place,~~ investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

IV. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

Comment [TR14]: Perhaps you should not require an MOU to consult on additional topics. AB 52 does not limit consultation on other topics; it merely states what are mandatory (if requested) and permissive topics of consultation without limitation.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not

limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shouldall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation, although minor modifications to specific timing, noticing, and other procedural requirements may be considered; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,

3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable. [Note: Will the geographic areas be kept confidential pursuant to Gov. Code section 6254, subd. (r) and/or Gov. Code section 6254.10? If so, this should be stated.]

V. Regular Meetings between the County and the Tribes

The County will endeavor to schedule yearly, quarterly, or other periodic meetings with all local tribes, subgroups of the tribes, or individual tribes to discuss general topics and implementation of this Policy and Protocol. Confidential information should not be shared at these meetings unless the County can withhold the information pursuant to relevant laws.

1. The County Board of Supervisors may conduct such meetings at regular or special Board meetings, or designate two Supervisors to conduct such meetings.
2. The Chairperson of the County Board of Supervisors (or the two designated Supervisors) shall coordinate with each individual Tribal Chairperson to determine the appropriate frequency of the meetings, timing, location, and agenda.
3. Staff may attend these meetings to assist with meeting logistics and information sharing, if requested by its governing body in consultation with the other participants.
4. If desired, County representatives shall be responsible for preparing meeting minutes, which would provided for review to each participating Tribe prior to the next meeting.

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DRAFT

For Clerk's Use Only:
AGENDA NUMBER
42

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☒ Scheduled Time for 1:30 pm ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES & PROBATION

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Area Resource Center Plan for Serving Children, Juveniles and Their Families

DEPARTMENTAL RECOMMENDATION:

Request the Board consider the Area Resource Center Plan for juvenile and family services and provide direction to staff.

CAO RECOMMENDATION:

I recommend your Board review the Area Resource Center Plan and receive staff's presentation, and decide whether to accept the Plan as presented or provide input regarding aspects of the Plan you want to be further analyzed or developed.

Specifically, I recommend your Board set a date to:

1. Consider approving the Area Resource Plan incorporating direction provided at today's meeting;
2. Consider contracts for out-of-county placements of detained youth as presented by the Probation department on April 5th; and,
3. Consider approving and directing staff to transmit the notification materials to the BSCC to convert the Juvenile Hall to a Special Purpose Facility (aka Weekend-Only Juvenile Hall) as presented by the Probation department on April 5th.

In contemplating dates for the recommended actions, your Board may want to consider that, if it remains your Board's direction, the transition away from a full service (e.g., 24/7) Juvenile Hall can take effect once out-of-contract placement contracts are in place; the BSCC has been notified of the County's intent to operate a Special Purpose Facility; and, the County has met and conferred regarding the impacts of the proposed changes with affected bargaining units. Potential meet and confer topics will be influenced by your Board's direction at today's meeting, and staff will identify and perfect those topics accordingly, and set dates for the meet and confer process.

Furthermore, the transition away from a full service Juvenile Hall can proceed in advance of implementation of the Area Resource Plan recommendations. So, depending if, and when your Board considers the recommended actions, it may be possible to transition to a weekend-only Juvenile Hall by July 1, 2016. While the Area Resource Center need not be implemented by July 1st, it is desirable that the Area Resource Center programs and services be on-line at the beginning of the upcoming school year.

As noted in the proposed Plan, staff's recommendation is neither dependent on nor exclusive of the proposal presented by the Inyo County Superintendent of Schools for Juvenile Area Resource Center services (attached). However, it should be noted that the Area Resource Center Plan recommendations being presented by staff fully utilize any "extra staff" that could result from transitioning to a weekend-only Juvenile Hall. In addition to the proposed cost of $145,834 (which includes funding for a countywide after school recreation and arts program), the Superintendent of Schools' proposal anticipates the County contributing two (2) Group Counselors and one (1) Juvenile Probation Officer to the re-located Keith Bright School (the "Court School") in Bishop. Based on current salary and benefits costs, providing these three positions to the Court School would represent between $231,095 and $311,375 in personnel costs to the County, on top of the $145,834 for the after school recreations and arts program. The Chief Probation Officer has indicated that his would require creating and filling a new Juvenile Probation Officer position (since no Deputy Probation Officers would be displaced as a result of the transition to a weekend-only Juvenile Hall). It could also preclude being able to provide some of the County programs and services currently proposed in the Area Resource Center Plan being presented today since the staff identified to provide those programs and services and would now be obligated to the Court School.

It may not be advisable to contribute 3 FTE Probation employees to the operation the Court School in Bishop, in addition to contributing $145,834 for the after school recreation and arts program. However, it should be noted that the Area Resource Center Plan being presented today envisions having Probation Group Counselors available to transport certain juvenile offenders to and from the Court School as needs arise (e.g., getting a truant minor to class), and these Group Counselors could remain on-site at the Court School for a limited time at the beginning and end of the day. If this arrangement is acceptable to the Superintendent of Schools, and your Board is interested in contributing funding for a countywide after school recreation and arts program, the ICSOS Proposal and the Area Resource Center Plan could be implemented in an integrated and complimentary manner. Based on the Probation department's Department Requested Budget for Fiscal Year 2016-2017, there is a net of $138,113 available in salary savings associated with positions that are currently vacant but for which funding is reserved in the Juvenile Institutions budget. If the vacant position were eliminated, this funding could be available for Area Resource Center Plan implementation, including the $145,834 contract with the Superintendent of Schools.

In a subsequent conversation with the Superintendent of Schools, he indicated being receptive to reducing the number of staff allocated to the Court the Court School from three positions (two Group Counselors and one Deputy Probation Officer) to one Group Counselor being on-site all day, if assurances can be provided of receiving a daily site visit from a Juvenile Probation Officer. This would reduce the annual cost of the ICSOS proposal to roughly $68,722 to $96,459 in personnel expense, plus the $145,834 for the after school recreation and arts programming.

If your Board is interested in pursuing the ICSOS Proposal, as presented or in some variation thereof, it is recommended that your Board also direct staff to begin developing and agreement, or agreements with the Superintendent of Schools to identify additional details.

SUMMARY DISCUSSION:

Your Board provided direction to the Departments of Probation and Health & Human Services earlier in the spring to present a joint plan for a co-managed, co-located Area Resource Center, identifying phases of development, or at least initial programming to be operational by July 1, 2016, to serve juveniles under the supervision of the Probation Department and at-risk youth participating in similar HHS programs. The Plan was to include input from community and regional partners and stakeholders.

The attached initial Plan is the result of stakeholder input and recent planning with Probation and HHS.

ALTERNATIVES:

Your Board could provide alternative direction to the two County departments.

OTHER AGENCY INVOLVEMENT:

Tolyabe Indian Health Project, CA Department of Social Services, Juvenile Court, local foster/other caregivers, local schools.

FINANCING:

No funding is involved in this presentation of a Plan.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 6/1/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 6-1-16

AREA RESOURCE CENTER PLAN
FOR SERVING CHILDREN, JUVENILES AND THEIR FAMILIES THROUGH INYO COUNTY PROBATION & HEALTH AND HUMAN SERVICES

June 7, 2016

I. BACKGROUND

On February 23, 2106, the Inyo County Board of Supervisors adopted a County Juvenile Services Plan, including providing direction to the Chief Probation Officer and Health and Human Services Director to develop and present a joint plan to establish a co-managed and co-located Area Resource Center.

The joint report was to identify phases of development, targeting the Center, or at least its initial programming to be operational in the summer of 2016, to serve juveniles under the supervision of the Probation department and at-risk youth participating in similar HHS programs. The Board's direction acknowledged that, initially, the Area Resource Center could be an array of programs offered at dispersed locations to the extent that the envisioned programs and services were deemed similar, a beneficial enhancement, or otherwise appropriate. The joint plan was also to describe opportunities to expand the Area Resource Center to serve adult populations currently participating in programs and services administered by the Health and Human Services department and/or under the supervision the Probation department, at a centralized, co-managed location, such as a consolidated County office building or stand-alone facility.

Additionally, the Plan was to:

a) Provide the estimated budget for each phase of the Area Resource Center, including identifying the cost of facilities and equipment, personnel, and, delivery of program and services, and associated sources of funding. Opportunities to maximize the use of categorical funding from HHS or Probation are to be identified and emphasized;

b) For each phase of development of the Area Resource Center, identify programs currently or proposed to be provided through the Probation department that could be provided by the Health and Human Services

department as a means of either: a) providing more specialized services; and/or b) using categorical funding to off-set General Fund costs;

c) Identify the personnel positions necessary to operate each phase of the Area Resource Center, and associated programming, using existing County staff; indicating when and what type of changes, if any, may be necessary to associated job descriptions to facilitate the work and maximize use of categorical funding;

d) Acknowledge input from community and regional partners and stakeholders, and identify resources that can be contributed by, or provided to the County's partners with associated contributions and costs being quantified;

e) Examine facility options for housing each phase of the Area Resource Center;

f) Contemplate how to deliver Area Resource Center programs and services to remote populations in the County and provide estimated costs;

g) Provide an opportunity for the Chief Probation Officer and Health and Human Services Director to provide, through the jointly prepared plan, differing recommendations for how the Area Resources Center is developed, staffed, programmed, and operated. Any alternate recommendations must be supported with the department heads' rationale, including staffing levels, associated costs, and source of funding.

h) Vet all fiscal and personnel assumptions in the joint plan through the County Budget and Personnel Office, respectively, before being presented to the Board of Supervisors.

The following Area Resource Center Plan has been developed in relative to these objectives in mind and is presented for consideration by and input from the Board of Supervisors and members of the community.

II. OVERVIEW OF ACTIVITIES AND INPUT USED TO DEVELOP THIS PLAN

A. Stakeholder & Partner Input: *Created our vision for moving forward; identified strengths; challenges; and, training needs.*

1. Meetings with local foster parents and relative caregivers on January 28, February 25, March 31 and April 28 included specific training topics as well as updates and engagement around California's Continuum of Care Reform, and the local Inyo transition planning for the Juvenile Hall.

2. A March 2, 2016 meeting, facilitated by staff from U.C.-Davis, of 60+ Inyo and Mono professionals representing several tribal groups, education, probation, health & human services, foster caregivers, Court-Appointed Special Advocates (CASAs), county administrators, child support, and local judiciary resulted in the development of a ***Vision For Moving Forward***:

   Our community values the delivery of supportive services with a focus on family involvement. We envision a delivery system that is: geographically located to serve all families in the county; builds on a network of foster and resource families and mentors, as well as those families defined as natural helpers. We will blend resources to provide quality services from all community providers, the tribal community and other community members. The main purpose of all services will be to build strong family and community connections for all youth and adults.

3. A March 3, 2016 meeting with education administrators, Presiding Judge Dean Stout, Juvenile Court Judge Brian Lamb, County Administration, and representatives from the UC Davis Team for additional input and defining of possible intersections between County services and those services provided by the education system. During this meeting, the Superintendent of Schools provided an outline of services and space that his office could provide relative to the County's redesign initiative, as well as his proposal for a County & Schools Recreation/Arts Partnership for All K – 12 Youth. Subsequently, Superintendent of Schools provided the comprehensive proposal attached to this report.

B. An HHS review of a webinar sponsored by the National Association of Counties (NACO) on nationwide juvenile justice reform efforts was shared with Board members and Probation management on March 28, 2016.

C. On April 5, 2016 Probation provided public reports to Board of Supervisors describing 1) options for 72-hour detention of youth; 2) options of out-of-county placements; and, 3) the requirements for operating a "special purpose facility" Juvenile Hall.

D. Various staff meetings with Probation staff, and HHS employees to provide accurate updated information, dispel rumors, and answer questions. Juvenile Hall staff meetings occurred on April 15 and April 18; HHS staff meetings occurred on January 22, February 26, March 4, March 25 and April 15.

E. On April 27, 2016, U.C.-Davis staff facilitated a follow-up discussion with the in-house HHS and Probation Leadership Team around implementation plans and challenges.

F. On May 18, 2016, the California Department of Social Services responded to our invitation and sent the Deputy Director of their Children & Family Services Division and the new Division Chief of the Continuum of Care Reform (CCR) to meet in Bishop with the Inyo-Mono-Alpine County Probation Chiefs, and Directors of Social Services and Behavioral Health, and Child Welfare managers, along with a representative from the California Welfare Directors Association (CWDA) to address strengths and challenges of implementing Continuum of Care Reform in small rural counties. A follow-up small county summit will be held in September elsewhere in the state for the 20 smallest CA counties.

III. Service Locations – Alternatives Considered

This Plan recommends developing the Area Resource Center in stages. During the first stages of development, it is recommended that existing County facilities be utilized in order to provide the services.

Prior to arriving at this recommendation, staff considered other possible service location models, and those alternatives – and the reasons for not recommending them – are discussed below. Ultimately, staff concluded that, in the beginning stages, using existing County facilities would be sufficient in providing the services needed to continue to supervise the small number of youth currently on probation. In addition, rather than solely relying on having the youth and their families come to the services, this Plan also provides for case management to be done in the youth's home so that the entire family can benefit from the services. This approach mirrors national trends, supported by research that shows providing focused, home-based services results in better outcomes compared to expecting youth and their families to always come to a centralized location to receive services.

Before arriving at the recommendation to, initially, rely on existing County service facilities, some of the alternative service delivery locations that were explored for locating an Area Resource Center included:

A. **Renting/leasing an existing commercial building.** Rent in the area costs anywhere from .80 - $1.45 a square foot. This option, and its associated costs did not seem feasible due to the fact that Probation and HHS feel confident that existing County facilities are adequate to provide the needed services. There is no need to take on the additional expense of a lease, or month to month rental agreement.

B. **Existing building on Tribal Lands.** During one of our stakeholders meetings, David Lent, Director of Toiyabe Family Services, suggested that space may be available when the new Toiyabe building is completed. This option will be explored further if the need for more space grows. The Probation and Health and Human Services departments will continue to work with Toiyabe to identify possible partnerships. Such partnerships will become even more important as services for adults are added to the service delivery model and could result in the need for a separate location.

C. **Proposal from Inyo County Superintendent of Schools.** The proposal provided by ICSOS (attached) was evaluated, and it was determined that the recommended service delivery plan by Probation and HHS does not in any way prohibit Dr. McAteer from implementing his education proposal. The proposals are, in fact, mutually beneficial and not in any way mutually

exclusive. However, recommending only the ICSOS proposal could unduly limit the array of services offered to youth and their families. The Area Resource Plan being recommended focuses on the delivery of services provided by (and sometimes required of) the County through Probation and HHS services, rather than those programs and services that are the responsibility of the education system.

However, as recommended, the Area Resource Plan can easily be coordinated with aspects of the ICSOS proposal to provide an even stronger and more integrated program of services to youth and their families. For example, the proposed JKBS facility is a beautiful facility with particular appeal for culinary classes, but limited in capacity for full scope of necessary evening and weekend family activities or the maximize draw down of HHS funds. The JKBS facility could be considered, possibly, as one of multiple service sites in early phases of implementation, rather the only service location.

D. **Existing County Facilities.** Many of the proposed services for youth will be provided after regular business hours. This scheduling will allow the use of existing County facilities such as the One Stop Conference Room in Bishop; the Probation Offices in Bishop, Independence, and Lone Pine; the HHS offices in Bishop, Independence, and Lone Pine; the Juvenile Center in Independence; and, other locations such as the Bishop Union High School technological center. The use of existing facilities in the early stages of this plan will convey at least two important benefits:

1. The use of existing facilities will keep the overhead costs down so that more resources can be focused on direct services to the youth.

2. The use of existing facilities will allow greater flexibility for the youth and families that we serve. In the early stages of this plan, things must remain fluid so that we can be sure to adapt and change as the program grows.

Alternative non-County locations have not been pursued further, and are not being recommended because the current caseload numbers and anticipated number of youth served do not warrant an investment in infrastructure expansion.

The Probation Department and the Health and Human Services Department are confident that during the early stages of Area Resource Center start-up, new facilities will not be necessary in order to provide the needed services to the youth supervised by Probation and HHS.

In addition, there are several factors that are beyond the control of the Probation and Health and Human Services departments that drive the numbers of youth that are necessary to sustain any kind of new or expanded program, or programs housed in a central facility. This is why it is not advisable to make an investment in a stand-alone facility, or greatly expand or create new programs at this time. Some of these factors include:

1. Number of students referred to/enrolled in the Court School. Most court schools are court ordered programs. It is up to the discretion of the court whether or not a youth is referred to the school. *It should be noted that a Probation Officer can make a recommendation for a youth to enroll in court school. However, absent the youth and parent volunteering to enroll it will take an order of the court.*

2. Number of youth who are on Probation.

3. Number of youth who are on Probation for which a determination has been made that a certain program would benefit him/her. *For example, not all youth who are placed on Probation will benefit from Court School, MRT, ART, Journaling, drug and alcohol counseling etc. Their risk/needs assessment will drive the services that a youth is referred to.*

4. Number of youth who are supervised by CPS who would benefit from the proposed services. *Not all youth (especially younger children) are appropriate for the proposed services.*

5. Number of children placed in foster homes. ***Court ordered disposition***

6. Ages of children placed in care.

The following caseload data demonstrates that, if reconfigured as is recommended in this Plan, current programs and facilities are sufficient, at present, to maintain and enhance services to the existing levels of in-custody and at-risk youth.

Probation Supervision

North County: 32
Wards: 13
Non-Wards: 19

South County: 3
Wards: 2
Non-Wards: 1

- Number of youth currently on Probation county-wide: 35
- Number of probation youth placed in a foster home: 0
- Number of probation Non-Minor Dependents: 2
- Number of probation youth placed in a group home: 0

CPS Supervision (not including investigations)

Number of youth currently under CPS supervision:
Ages 0-12: 23
Ages 13-21: 6

Dependents and Interstate supervision: 20
Voluntary/non-dependents: 9

- Number of CPS children placed in a foster home: 7
- Number of CPS children placed in a relative's home: 8

- Number of CPS Non-Minor Dependents: 2

- Number of CPS youth placed in a group home: 0

Alternative School Enrollment

Jill Kinmont Boothe School: 10

Keith Bright School: 5

IV. RECOMMENDED IMPLEMENTATION PLAN

A. Starting with our very small population of current Probation youth, using existing staff, services and facilities in Bishop; examples of those existing services include Mental Health, Addiction treatment and occasional dual status social work services at the Grove Street office in Bishop.

Rationale: This will:

- *allow staff to simultaneously implement California's Continuum of Care Reform for group home/foster care on the State's timeline of having a Plan in place by September, with beginning implementation in January 2017;*
- *allow staff to implement around only those few 1-5 youth and families immediately needing an alternate plan, linked to changes in use of the Juvenile Center, and thus would minimize the disruption to existing services for approximately 100-150 other non-Juvenile Center children/youth and families being served; and*
- *allow staff to continue to work with the CA Department of Social Services, and U.C. Davis in addressing workforce training needs, in our phased approach for implementing transitions in the management of out-of-home care children and youth.*

1. Continue to deliver quality services to at-risk youth.

   Rationale: Federal and State specific outcome measures of children/youth served both in Child Welfare and Juvenile Probation are collected and

reported for each CA county by U.C.-Berkeley. Our collective outcomes influence funding, policy and practice requirements.

2. Identify alternative (locations and systems) for the delivery of services currently provided to youth detained at the Inyo County Juvenile Hall.

   Rationale: The direction from Board of Supervisors regarding the proposed changed utilization of the Juvenile Hall matches the changing direction of State and Federal policy makers and funding. The changing direction is (a) away from congregate care for children/youth other than very short-term treatment; (b) "there's no place like home", meaning better longitudinal outcomes are accomplished when children are kept in a family-like setting, in their home schools and communities; and (c) develop enhanced local options for "whatever it takes" to support resource family caregivers and the youth they care for.

3. Develop services to engage at-risk youth's family members in the service delivery system.

   Rationale: Family engagement is a federal requirement for reunifying children/youth with their families and/or a relative. Although short-term outcomes can look promising when working with a child/youth alone, lack of family engagement often produces later relapse around original behaviors that brought child/youth into the system, and can send the person either back into the juvenile system or later into the adult criminal justice system.

4. Recruit, train and support additional resource families (foster parents, relative caregivers, non-related extended family members) to provide homes for probation youth.

   Rationale: The State's Continuum of Care Reform requires a new Resource Family Approval process, and a Plan – due in September from each County – about what it will take to develop more local homes for children/youth needing out-of-home care. This will dovetail with Inyo County's timeline for transitioning to a special purpose Juvenile Hall.

5. Identify a consolidated service location, driven by the re-designed service delivery system for both populations of youth & their families as well as adults, in the later phases of Area Resource Center development based on data, trends, lessons learned and necessary course correction.

   Rationale:
   - *Small client numbers and small workforce numbers require that our staff can move fluidly, as necessary, across service populations and/or target groups in order to maximize efficiency of service delivery.*
   - *Our workforce MUST improve their efforts in delivery of home-based services, thus influencing space needs.*
   - *HHS lessons learned from forming a consolidated agency include: (a) when professionals with funding and identity silos are co-located, AND when the direction from executive management clearly is for effective and collaborative service delivery, client satisfaction and outcomes improve.*

B. Recommended Phases of Implementation

Rationale: A phased-in implementation is proposed simply because of the number and magnitude of some of the issues (outlined in E below) and the limited available resources to address those more rapidly.

A Probation-HHS Leadership/Implementation Team will meet weekly in Phase I, and will continue to meet in subsequent phases at the necessary frequency, to work out the many, many details of implementation, and to determine necessary course corrections. As the Team moves into upcoming phases, other necessary stakeholders (i.e., Toiyabe Family Services, tribal services, education) will be brought into the planning and implementation discussions. Recognizing that there may not be sufficient numbers of youth at any point in time to fund specific program services, such services could also be offered to targeted adult populations in later phases.

1. Phase I – Serving juveniles diverted from Probation custody in the Juvenile Hall

With the anticipated designation of the Juvenile Hall from full service to a Special Purpose Juvenile Hall, youth requiring detention will be placed out of the County. However, there is an opportunity to provide for youth who could, or would have previously been committed to the Juvenile Center. In addition, to maximize resources it is anticipated that wards of the Court would be able to access these services on an as-needed basis or by referral of the Probation Officer or by a Court order.

In collaboration with Health and Human Services, the Probation Department plans to replicate and expand the services that are currently offered at the Juvenile Center. These services will be offered Monday through Friday, and in a modified version on weekends. A sample calendar of possible programs is attached.

The initial phase of services delivered will be accomplished by using existing staff and facilities. Four (4) existing Group Counselors, at a cost of $369,496 (based on 40 hours/week, including benefits) could provide much of the service and HHS behavioral aides can be used as needed. (keep in mind the four Group Counselors providing these services are in addition to the five (5) to six (6) existing Group Counselor positions that are recommended to operate a weekend-only juvenile hall.

Additionally, it is anticipated that a vehicle would be needed to provide transportation to and from school/services, at an estimated cost of up to $2,000 per month. ($0.69/mile plus fuel). Materials for programs are estimated to cost $2,000. No facility cost is estimated in the initial phases of this plan; currently these services are being provided at various specific locations. Facility considerations will be required, perhaps, in later phases of implementation.

Currently, the Juvenile Probation budget accounts for all personnel costs. In addition, the vacant positions will remain vacant as a result of the Juvenile Hall being re-designated as a Special Purpose Juvenile Hall, and some of that salary savings could be re-directed to fund new program services.

Proposed Programs & Locations of Services:

Due to the very small population of youth who are currently on Probation and who would benefit from additional supervision (beyond what they currently receive from Deputy Probation Officers in the Juvenile Division) it is anticipated during Phases I and II, a majority of the supplemental services that are outlined in this Plan will be provided using existing County buildings and meeting rooms.

- Weekly MRT groups – will be held after hours at the One Stop Conference Room

- Weekly Journaling Groups – will held after hours at the One Stop Conference Room.

- Mental Health appointments - will be provided at Behavioral Health Services located at Grove Street.

- Risk assessments and case plan development – will be done at the Bishop, Independence, and Lone Pine Probation offices.

- Drug and alcohol testing – will be conducted at the Bishop, Independence, and Lone Pine Probation offices as well as on-site locations of schools and at probationer home.

- Case supervision and management – will be conducted with a combination of office visits, home visits, and school visits.

- Saturday programs - will be conducted at the One Stop Conference Room. In addition there will be a component of community work service and/or recreational/educational opportunities throughout the county.

- 1 hour of Life-skills, homework club, and other programs after school hours will be provided at various locations.

- Home detention monitoring and supervision – Probation offices.

These programs and service locations are also demonstrated on the attached sample calendar of possible programs.

In addition to the programs and service locations described above, we note that the Superintendent of Schools has indicated the County Board of Education has decided – even though it's not statutorily required – to maintain the Court School, and move it to Bishop, if the Juvenile Hall is converted to a weekend-only facility. (State law requires the Superintendent of Schools to operate a Court School when the County operates 24/7 juvenile detention facility).

If the Court School is moved to Bishop (on the JKBS campus) the Probation Department will continue to provide services that it currently provides at the JKBS and other area schools; this consists primarily of Aggression Replacement Training (ART) as well as periodic visits to school campuses.

However, the continuation of the Keith Bright School in Bishop provides an opportunity for partner further with the education community to provide additional services in schools, again, strengthening the overall array of services and programs being provided to the community's youth. These additional services (e.g., beyond ART and campus visits) could be developed through a separate agreement with the Inyo County Superintendent of Schools and/or individual school superintendents. These additional services could also be incorporated into any agreement growing out of the ICSOS proposal (attached) for the Area Resources Center. For example, the 1 hour of Life-skills, homework club, and other programs after school hours could be provided the meeting room provided by Inyo County Superintendent of Schools (ICSOS). Similarly, home detention monitoring and supervision could be provided out of any Probation office space located at JKBS.

2. <u>Phase II – Serving juveniles diverted from Probation custody in the Juvenile Hall, and age-appropriate children in both the Child Welfare system and in FIRST/Wraparound services</u>

Rationale: Keeping with the "there's no place like home" philosophy, many casework and treatment services will be delivered in the home of the child/youth. This is particularly important for cultural relevance with

Hispanic or Native American families who may not always be comfortable seeking services at a "County" facility, but are very willing to have a caseworker in their homes.

A diversion from Probation approach allows enhanced use of funds that flow through HHS for front-end services, and can reduce the need for later County General Fund expenditures through Juvenile Probation. Augmentation of such front-end services is being considered at the federal level in Congress currently.

Expand the service delivery model to include at-risk youth who are in the Child Welfare system and their families. The same services will be offered, however treatment services must be based on risk level. Recreation, family activities, education and life skills can include a mixed population. Services will be provided by existing staff as in Phase I. In the event vacancies occur, duties and tasks will be evaluated to take advantage of any categorical funding offsets available.

Existing facilities will be used in Phase II. However, as the programs develop, the implementation team will begin to explore the need for, and type of dedicated facility to most efficiently use staff and other resources.

3. Phase III – Serving juveniles populations identified in Phase II, plus at-risk Probation adults

There is a tremendous need for services to adult Probationers. Phase III of this plan will include services for adults including job readiness, vocational, educational and behavioral health services (mental health and addictions).

4. Phase IV – Serving juvenile and adult populations identified in above phases, plus at-risk HHS adults

By this time we should have a fairly good idea of our capacity both for staffing and facilities. Inclusion of other at-risk adults served by HHS should be manageable. However, additional staff may be needed, contingent upon

the number of people served, as well as the intensity/frequency of services required to produce desired outcomes.

C. Outcome Measurements

1. Track the number of youth being served in a Juvenile Hall setting, both locally and out-of-county, and related issues
2. Track times and nature of law enforcement calls to Probation impacting on-call costs and decision-making as referenced in the March 3rd reports regarding plans to meet requirements for 72-hour mid-week and after-hours detention of youth.
3. Increase utilization of local resource families when placement is needed for youth, again intersecting with CA's Continuum of Care Reform
4. Increase the number of services available to youth within the community, and provide tight coordination of those services for at-risk youth
5. Increase the number of at-risk youth being served with all youth within the community
6. Increase the number of family members engaged in services with/for their children/youth

D. Training Needed to Support Service Transition and Delivery

1. On-going consultation, training and technical assistance to HHS-Probation Leadership/Implementation Team. This is already funded and provided by U.C. Davis under contract with the California Department of Social Services, with a small local HHS match of County Non-General Funds. Probation also has access to and uses some training funds through the Youth Offender Block Grant.

   Samples of some on-going evidence-based/best practice training for employees and resource families in service delivery system already requested by HHS and Probation for the coming year include:

   a. Understanding and embracing Transformational Change
   b. Interactional skills of helping
   c. Family engagement
   d. Implementing change through a family systems approach

e. Motivational interviewing
f. Comprehensive assessment skills
g. Case planning/management
h. Trauma-informed care of children and youth

E. Outstanding Issues to Address for Moving Forward

1. (Pre-Phase I) Execution of contracts for out-of-county placement options

2. (Phase I) Labor/bargaining with Juvenile Hall employees, with Probation Officers and HHS employees around changing work sites, schedules and, possibly, duties.

3. (Phase I) Addressing and managing tension between our public missions: serving our clients – including allowance for flexible services timed when families actually need the services – while recognizing the need of our workforce for less intrusive and more predictable work schedules.

4. (Phases I-IV) On-going additional training for resource families, employees and service partners as part of California's Continuum of Care Reform in foster/group care system, to enhance Inyo's local care system using outcomes-focused best practices.

5. (Phases I, II, III) Development of and coordination of additional recreational and leisure time youth and family activities to obviate youth's inappropriate use of down time that leads to in-trouble activities.

6. (Phase I-IV) Development of pool of adults for providing alternative activities that prioritize service to high-risk youth, including but not limited to activities such as art, music, structured and unstructured sports, fitness and nutrition/cooking, computer technology, vocational training, community gardening, etc.

7. (Phase I) Development of a coordinator (suggest Range 70) of alternative activities with tight youth and family case management and communication of such activities with local Resource Families for placement stabilization and with local biological families.

8. (Phase I & II) Refine outcome measures and benchmarks along the way.

9. (Phases I, II, & III) Maximize HHS fiscal trainings to enhance learning around creative, but allowable and audit-proof uses of funds.

10. (Phases I-IV) Allow for and plan for staff turnover, and how to keep the changed service model going in spite of staff vacancies.

11. (Phases I-IV) Provide on-going partner communication/engagement to bring our partners along with system and service changes.

12. (Phases I-III) Request additional HHS-funded positions that will allow for service enhancement – outside of a custody setting—including one-two behavioral aides/HHS Specialists, one Addictions Counselor I, one child & family Psychotherapist/Psychotherapist intern.

13. (Phases I-IV) Allow for course correction during fiscal year 2016-17, including but not limited to:
    a. Plan for the possibility of complete closure of the Juvenile Hall in approximately one year
    b. Plan for other residential options not currently being considered for Probation youth
    c. Address unexpected difficulties in enhancing bed availability or in development of additional services needed

V. BUDGET AND PERSONNEL

A. Using status quo budget for Juvenile Probation, fund existing personnel to provide most re-designed services and tasks, including coordination of recreational and leisure activities.

B. Using HHS & Probation Foster Care Recruitment and Retention funds, request an additional Social Work Supervisor position (Range 76) to
   - Develop increased local bed capacity for Probation youth.

- Develop/coordinate/provide State-required training for caregivers and employees.
- Develop and participate in a round-the-clock system for the provision of on-going professional support for resource family caregivers and difficult youth behavior.
- Coordinate and facilitate Youth/Family Councils for evaluation, outcomes and feedback loop

C. Using HHS Behavioral Health funds, request additional behavioral aide positions to support requests from local foster parents/relative caregivers to be effective caring for Probation youth, and to assist in oversight, monitoring of re-designed services at various service locations.

ATTACHMENTS:

I. Sample Schedule for Probation/HHS Youth & Family Services using existing Probation staff

II. Sample Calendars of Possible Probation & HHS Programs

III. Inyo County Superintendent of Schools Proposal for a Juvenile Area Resources Center

ATTACHMENT I

Sample Schedule for Probation/HHS Youth & Family Services using existing Probation staff

DRAFT - SAMPLE SCHEDULE FOR PROBATION/HHS YOUTH & FAMILY SERVICES, USING EXISITNG PROBATION STAFF ALONG WITH HHS STAFF - DRAFT

SCHEDULE: MONDAY-FRIDAY	STAFFING – IN SHIFTS	LOCATION
6:00-7:45 am: HHS/Probation Behavioral Aide in home, if necessary, to ensure youth is awake, showered, fed and ready for school. Transport to school	***SHIFT 1 – Total staff: 1-2 as needed*** 1-2 FTE Probation Group Counselors (existing), and/or 1-2 FTE HHS Behavioral Aides (new)	Minor's home (biological or resource family Home)
8:00-2:15: School day, with behavioral aide assigned to youth, if necessary		Minor's school
2:15 pm: Minor transported to service location		From Minor's school to service location(s)
2:30-6:00 pm: Minor participates in various service options, including but not limited to: 1. Homework/Study club with tutor/aide 2. Family counseling 3. Adolescent/child group counseling for addictions, social skills, etc., including but not limited to a. Moral Reconation Therapy (MRT) b. Aggression Reduction Therapy (ART) c. Journaling groups d. Other groups 4. Art classes with other youth 5. Sports programs 6. "Family Strength" fitness and nutrition program 7. Peer-based fitness programs for youth 8. Peer-based nutrition/cooking class for youth 9. Intergenerational service (with older adults) to maintain community garden, Learn a trade, teach computer/internet skills to older adults 10. Community work service 11. Vocational skills development 12. Specific scheduled appointments with health care provider, Probation Officer/Social Worker/Behavioral Health counselor, FIRST case manager	***SHIFT 2 – Total staff: 2-4*** 2 Group Counselors (existing), and/or 2 HHS Behavioral Aides (new) ***Social Workers, Probation Officers, Psychotherapists, FIRST case managers, as needed, for specific family appointments*** 2 FTE Probation Group Counselors conducting MRT/Journaling groups, supervision & monitoring of participation, transportation, program instruction. 2 FTE HHS Behavioral Aides conducting MRT/Journaling groups, supervision and monitoring of participation, transportation, program instruction 2 FTE Deputy Probation Officers providing case management for youth on Probation and other existing case managers in Child Welfare and Behavioral Health for youth on those caseloads 1 FTE HHS Behavioral Aide or HHS Specialist 1 FTE Supervisor for recruiting, training & retaining resource families and to facilitate Youth/Family Councils	Various existing service locations
6:00-7:00 pm: Family dinner, including transportation to and from, and including periodic multi-family dinners to build/strengthen support for one another		Various locations
7:00-9:00 pm: **In early engagement months, may need to repeat some of same menu of options as above 2:30-6:00 menu.** For youth/families progressing effectively in their abilities to reduce/eliminate		Various existing location

precipitating events (into our systems), this block of time could be used for : 1. Family or peer movie time 2. Other monitored peer recreation opportunities 3. Leisure reading, hobbies, other screen time 4. Meet as a Youth Council/Family Council to provide a feedback loop to service providers about what worked and didn't work to support their progress and stay engaged around continuous quality improvement of services to youth and families, as well as assist in provision of mentoring/services to new youth/families.		
SCHEDULE: WEEKENDS	**STAFFING**	**LOCATION**
Require specific scheduled activities for youth/families who cannot manage too much down time, choosing from activities developed by person with task of activities coordination	***WEEKEND SHIFTS*** ***Total Staff Needed: will vary according to needs of current youth and families*** Flexed schedule for Probation Group Counselors, HHS Behavioral Aides/HHS Specialists for 4-hour schedules, with back-up on-call staff from Probation, Child Welfare and Behavioral Health	In client homes or in community where activity is based

ATTACHMENT II

Sample Calendars of Possible Probation & HHS Programs

Sample Calendar of Possible Probation Programs and Services

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	OFF – On-call DPO/GC	2 GC daily	3 GC daily	3 GC daily	3 GC daily	2 GC daily	2 GC daily
8:00 – 9:00 am		1 GC – morning duty - court school 1 GC – Bishop office duties	1 GC – morning duty - court school 2 GC – Independence office duties	1 GC – morning duty - court school 1 GC – Bishop office duties	1 GC – morning duty - court school 1 GC – Bishop office duties	1 GC – morning duty - court school 1 GC – Bishop office duties	2 GC – Journaling Group; MRT Group; Recreational/ educational outings
9:00 – 10:00 am		School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Indy Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	
10:00 – 11:00 am							
11:00 – 12:00 pm							
12:00 – 1:00 pm		LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	

8 a.m. to Noon

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	OFF – On-call DPO/GC						
1:00 – 2:00 pm		Bishop Office GC -- duties; pre-trial check-ins; drug testing; various duties	Indy Office 2 GC – Owens Valley High/Lone Pine services	Bishop Office GC – Bishop office duties	Bishop Office GC – Bishop office duties	Bishop GC – Bishop office duties	
2:00 – 3:00 pm		School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	School GC – after school duty at court school South County services – drug testing, check-ins, various duties	School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	
3:00 – 4:00 pm							
4:00 – 5:00 pm							
5:00 – 6:00 pm		GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group duty	

1 p.m. to 6 p.m.

GC – Group Counselor (existing staff)

DPO – Deputy Probation Officer

ART – Aggression Replacement Training – will be conducted at JKBS 1 time each semester – **CURRENT PRACTICE**

MRT – Moral Reconation Therapy – MRT will be facilitated by Probation and HHS staff on an as needed basis.

- Available personnel to provide minimum 1 time each week services to South County on an as needed basis.
- **DETAINED YOUTH WILL RECEIVE THE HIGHEST STAFFING PRIORITY THROUGHOUT THE WEEK**

New services provided to support court school

New services provided to youth

Sample Calendar of Possible HHS Programs and Services

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY-SUNDAY
	8:30 am-2:30 pm					Based on needs of identified families, HHS Specialists (Behavioral Aides and/or other HHS paraprofessionals), or professional staff may be assigned 2-4 hours shifts, with a flexed work week or alternate work day schedule. Back-up on-call provided by appropriate on-call system: Mental Health, Child Protective Services (CPS), or FIRST(Wrap-around)
Behavioral Health	Child & family *Psychotherapists, Addictions Counselors* and *HHS Specialists/Behavioral Aides* provide: • Parent-Child Interactive Therapy (PCIT) with very young children; • serve identified school-aged children on their school campuses, contingent upon individual child's diagnosis & treatment plan; • participate in treatment team meetings, clinical supervision, & Medi-Cal utilization/quality assurance meetings; • some also are assigned to work with adult populations. • A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children/youth and families referred by Probation, CPS and other stakeholders, as well as provide new State required therapeutic support and training for foster parents/caregivers.					
Child Protective Services (CPS)	*Social Workers*: • conduct countywide investigations of reported Suspected Child Abuse/Neglect; • provide required services to on-going families (for 6 months to multiple years): interview family members, write Court reports, coordinate with attorneys, CASAs, caregivers/other stakeholders & appear in Juvenile Court, provide social work interventions with parents & extended family, coordinate & ensure follow-through on referrals for other services; • input all social work activities into electronic statewide casework system. *HHS Specialists:* • receive Suspected Child Abuse Reports & input into statewide case management system; • process paperwork for applications for licensure as family day care and/or foster care/relative caregiver; • conduct investigations of licensing complaints; • transport dependent children & parents, as necessary, to local and out-of-area medical appointments, Court hearings, & other service appointments; • provide Court-ordered supervision of parent-child visits. A proposed *new Supervisor* position would: • provide enhanced recruitment activities; • provide on-going needs assessment with caregivers and mentors; • respond by coordinating activities for children/youth & families; and • provide intensive in-home caregiver and mentor retention services.					
FIRST (Wraparound)	Provide intensive (multiple in-home weekly sessions) home-based social work/therapeutic interventions to prevent/eliminate the need for children/families to enter either the Child Welfare or Juvenile Probation systems, and/or to reduce their time in those systems.					

2:30 pm-6:00 pm (flexing work week schedules of individual employees)		
Behavioral Health	Child & family *Psychotherapists, Addictions Counselors* and *HHS Specialists/Behavioral Aides* provide: • Parent-Child Interactive Therapy (PCIT) with very young children; • serve identified school-aged children in groups, individually or with family (including MRT, ART), contingent upon individual child's diagnosis & treatment plan; participate in treatment team meetings; • some are assigned to work also with adults. • A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children and families referred by Probation, CPS and other stakeholders, as well as provide new State required therapeutic support and training for foster parents/caregivers.	
Child Protective Services (CPS)	*Social Workers:* • conduct countywide investigations of reported Suspected Child Abuse/Neglect; • provide required services to on-going families (for 6 months to multiple years): interview family members, write Court reports, coordinate with attorneys, CASAs, caregivers/other stakeholders & appear in Juvenile Court, provide home/community-based social work interventions with parents & extended family, coordinate & ensure follow-through on referrals for other services; • input all social work activities into electronic statewide casework system. *HHS Specialists:* • receive Suspected Child Abuse Reports & input into statewide case management system; • process paperwork for applications for licensure as family day care and/or foster care/relative caregiver; • conduct investigations of licensing complaints; • transport dependent children & parents, as necessary, to local and out-of-area medical appointments, Court hearings, & other service appointments. • provide Court-ordered supervision of parent-child visits. • Supervise children/youth, but not teach/lead, various service options, including but not limited to: homework/study club, art classes, family fitness & nutrition programs, cooking classes, intergenerational community gardening or learning about a trade, vocational skills development, etc. May also organize & facilitate individual or multi-family monthly dinners. A proposed *new Supervisor* position would: • provide enhanced recruitment activities; • provide on-going needs assessment with caregivers and mentors; • respond by coordinating activities for children/youth & families; and • provide intensive in-home caregiver and mentor retention services.	
FIRST (Wraparound)	Provide intensive (multiple in-home weekly sessions) home-based social work/therapeutic interventions to prevent/eliminate the need for children/families to enter either the Child Welfare or Juvenile Probation systems, and/or to reduce their time in those systems.	

6:00 pm-9:00 pm (flexing work week schedules of individual employees)		
Behavioral Health	Child & family *Psychotherapists, Addictions Counselors* may provide educational or other group sessions around specialty areas of expertise to parents, caregivers and extended family members. A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children and families referred by stakeholders. *HHS Specialists (Behavioral Aides* may supervise children/youth, but not teach/lead, various service options, including but not limited to: homework/study club, art classes, family fitness & nutrition programs, cooking classes, intergenerational community gardening or learning about a trade, vocational skills development, etc. May also organize & facilitate individual or multi-family monthly dinners. A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children and families referred by stakeholders, as well as provide new State required therapeutic support and training for foster parents/caregivers.	
Child Protective Services (CPS)	*Social Workers* provide monthly support to foster parents/relative caregivers in group training & dinner meeting. *HHS Specialists* provide monthly support to foster parents/relative caregivers in group training & dinner meeting. A proposed *new Supervisor* position would organize, coordinate & participate in regular bi-weekly or monthly Family Group meetings and Youth Council meetings, and coordinate and develop training topics/speakers for foster parents/caregivers.	
FIRST (Wraparound)	Provide intensive (multiple in-home weekly sessions) home-based social work/therapeutic interventions to a small number of families to prevent/eliminate the need for children/families to enter either the Child Welfare or Juvenile Probation systems, and/or to reduce their time in those systems.	

Proposed new services provided as part of coordinated Area Resource Services AND as part of implementation of California's Continuuum of Care Reform of foster/group home care for various children/youth, as outlined as phased-in implementation of Area Resource Center

ATTACHMENT III

Inyo County Superintendent of Schools Proposal for a Juvenile Area Resources Center

Agreement Between the

County of Inyo and the Inyo County Superintendent of Schools

for the Provisions of Managing and Housing the Keith Bright Juvenile Court School

& Managing and Providing Recreational Services to the Youth of Inyo County.

Term: July 1, 2016 to June 30, 2017

Scope of Work:

A. The Inyo County Superintendent of Schools proposes to manage, educate and house adjudicated youth who were previously housed and educated at the Keith Bright Juvenile Hall Facility in Independence. The new location for educational, counseling and vocational services would be at the Inyo County Superintendent of Schools Office located at 166 Grandview Drive, Bishop, CA. . Details of this proposal include:

- Students would be dropped off at ICSOS by Probation staff by 7:45 am each day
- Students would arrive in their current blue uniforms
- Students would be provided breakfast, lunch and two snack breaks throughout the day
- Students would receive over four hours of instruction in math, English, science and social studies—all creditable units towards a high school diploma
- Students would also receive daily instruction and creditable units in physical education, art/music and vocational credits through a culinary arts program
- Weekly individual and group counseling would be provided to each student
- The school day would conclude at 4:00 pm with the 4:00 pm to 5 :00 pm timeslot allocated to the Probation Department for applicable and complementary services
- Students would be picked-up at ICSOS by Probation staff at 5:00 pm each day
- ICSOS would provide office space for three Probation employees

B. The County of Inyo Probation Department in working in cooperation with the Inyo County Superintendent of Schools would assist the above by:

- Probation Department staff will transport youth to and from the ICSOS facility
- Probation Department would house an existing Juvenile Probation Officer at ICSOS
- Probation Department would supply two (one morning and one afternoon) Group Counselor to ICSOS to assist delivering a variety of support services
- Probation Department will supply a large quantity of existing blue uniforms to ICSOS
- Probation will daily deliver a one hour block of ancillary services to the students

C. The Inyo County Superintendent of Schools in cooperation with the six school districts of Inyo County and the County of Inyo in wanting to promote recreation and the arts for Inyo students and their families do collaboratively propose the following:

- Providing quality after school recreation and arts related programs at every school site in Inyo County
- Opening school gyms, in every school district, to students on Friday and Saturday nights during the fall and winter months under adult supervision

D. ICSOS will perform all of the tasks outlined in provisions A and C for the cost of $145, 834 while the County of Inyo will also assume the costs of Provision B.

Bishop Unified School District will:

1. Provide certificated teachers for academic instruction to Keith Bright Juvenile Court School (KBJCS) students on a daily basis from 8:00 am to 3:00 pm during the academic school year and 8:00 am to Noon during the summer months. Cost: District funded by CDE (See Attachment #1—daily bell schedule) and (Attachment #2—BUSD Calendar)
2. Provide instructional materials (books and supplies), computers and desks for each KBJCS student. Cost: District funded by CDE
3. Provide breakfast and lunch for every KBJCS student on a daily basis throughout the calendar year. Cost $8,400

Inyo County Superintendent of Schools (ICSOS) will:

1. Provide a 34'x31'(1054 sq.ft.) classroom for the full-time use of the KBJCS. The classroom may be used in the evenings by the Inyo County Probation Department for Adult Services. Cost: $1.00 sq. ft x 12 months= $12,648 (see Attachment #3 for rental justification)
2. Provide 24'x12'(288 sq.ft.) office space for Probation staff (Juvenile Probation Officer and two (2) Probation Group Counselors) Cost: $1.00 sq. ft x 12 months+ $3,456
3. Provide desks, phone, internet, copy machine and mail services for the Probation staff. Cost: $200 per month x 12 months= $2400
4. Provide single sex restrooms with showers 9'x 30' x 2 (540 sq.ft) for use by KBJCS students and Probation staff. Cost: $1.00 sq. ft. per month x 12 mo. x 50% use= $3,240
5. Provide use of the school kitchen 24'x 24' (576 sq.ft.) for food preparation and storage along with daily culinary classes. Cost: $1.00 sq. ft. x 12 mo. X 50% use= $3,456
6. Provide use of the 28'x62' (1736 sq. ft.) Great Room for breakfast, mid-morning break and lunch periods. The Great Room may also be used for graduation ceremonies and by the Probation Department for Adults in the evenings. Cost: $1.00 sq. ft. x 12 mo. X 50% use= $10,416
7. Provide weekly counseling services on-site for each student in KBJCS provided by North Star Counseling Center throughout the academic school year. Cost: $200 per half day, once a week x 40 weeks= $8,000
8. Provide a private room 11'x11' (121 sq.ft.) for one-on-one counseling sessions or any parent/attorney confidential meetings per scheduling with Manager. Cost: $1.00 sq. ft. x 12 mo. X 50% use= $726
9. Provide a group meeting room 17'x 23' (391 sq.ft.) which may be used by Probation staff for in-school and afterschool services. Cost: $1.00 sq. ft x 12 mo. X 50% use= $2,346
10. Provide bi-weekly laundry facilities for the student uniforms at KBJCS. Cost: $312
11. Provide morning and afternoon snacks to all KBJCS students for year. Cost: $4,000

12. Provide recreation facilities and equipment for KBJCS students. Cost: No Charge
13. Provide daily hour-long vocational training in culinary arts for each KBJCS student throughout the academic school year. Cost: $60 per hour plus $20 daily food cost x 40 weeks= $16,000
14. Provide daily group art/music instruction for one hour for each KBJCS student along with any probation-referred youth throughout the academic school year. Cost: $60 per hour plus $20 daily materials x 40 weeks= $16,000
15. Provide a Manager to direct student services and use of the facility to insure a cohesive educational program for the KBJCS students along with ancillary support personnel. Cost: 25% of annual cost for the Director of Alternative Education= $23,210
16. Provide all utility, maintenance and repairs costs associated with aforementioned KBJCS facilities. Cost: 25% of annual costs for facility= $15,000
17. Provide all custodial services for all of the aforementioned KBJCS facilities. Cost: 25% of one custodian= $16,224

Total Cost for all of the above items: $145,834

ICSOS and the School Districts of Inyo (RVJESD, BUSD, BPUSD, OVUSD, LPUSD, DVUSD) will:

1. Provide after-school arts and recreational programs along with Open Gyms on Friday and Saturday nights per (Attachment #4—List of Recreation/Arts Programs) Cost: None

County of Inyo will:

1. Provide student transportation to and from KBJCS on a daily basis.
2. Provide two (2) Probation Group Counselors (one for the morning and one for the afternoon) to provide student transportation, supervision of breakfast, lunch, breaks, physical education, along with "time-out" assistance, laundry, tutoring and assistance in the culinary and afternoon art/music class.
3. Assign a Juvenile Probation Officer to be located at the ICSOS facility to provide assistance and supervision to all 602 and 654 status youth.
4. Provide uniforms for all KBJCS students.
5. Provide daily support services from 4:00 to 5:00 pm throughout the academic school year (services to be determined by the Probation Department).

KBJCS

7:30-7:45	Arrival/Breakfast
8:00-10:00	Instruction
10:00-10:15	Break/Snack
10:15-10:45	PE
10:45-12:00	Instruction
12:00-12:30	Lunch
12:30-1:00	Instruction
1:00-2:00	Culinary
2:00-3:00	Instruction
3:00-4:00	Art/Music
4:00-5:00	Probation Hour

JKBS

8:00-8:15	Arrival/Breakfast
8:15-10:30	Instruction
10:30-10:45	Break/Snack
10:45-11:15	PE
11:15-12:30	Instruction
12:30-1:00	Lunch
1:00-2:00	Instruction
2:00-3:00	Culinary
3:00-4:00	Art/Music (*if required)
4:00-5:00	Probation Hour (*if required)

BISHOP UNIFIED SCHOOL DISTRICT
2016-17 SCHOOL CALENDAR

July							
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

August							
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
8	28	29	30	31			

September							
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	
20							

October							
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
20	23	24	25	26	27	28	29
	30	31					

November							
	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
16	27	28	29	30			

December							
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	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
16	25	26	27	28	29	30	31
80							

July

4 - Independence Day Holiday - Classified

August

17-19 Pre-Service Days

22 - First Day of School

September

5- Labor Day Holiday

23 - California Indian Day Holiday

October

31- Certificated In Service-no school

November

11 - Veteran's Day Holiday

21-25 - Thanksgiving Week - no school

24 & 25 - Thanksgiving Holidays - Classifed

December & January

23 - Pre-Break - No School

12/23 - 1/6 - Winter Break - no school

23 & 26 - Christmas Holidays - Classified

1/2 & 3 - New Year's Holidays - Classified

16 - Martin Luther King Holiday

February

2/17 & 20 - Presidents' Holiday - no school

17 & 20 Holidays - classified

March

3/6 Certificated In Service - no school

April

4/17 - Easter Holiday-Classified

4/17-21 - Spring Break - no school

May

29 - Memorial Day Holiday

June

8 - HSMS Promotion

9 - BUHS/PGHS Graduation

9 - Last Day of School

Board Approved: 2/11/2016

January							
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
16	29	30	31				

February							
			1	2	3	4	
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
18	26	27	28				

March							
			1	2	3	4	
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
22							

April							
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
15	23	24	25	26	27	28	29
	30						

May							
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	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			
22							

June							
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	
7							
100							
180	Total						

Start Your Business Here!

$1.45 /mo

905 N. Main St. - C, Bishop, CA 93514
Commercial Type: Retail **Square Feet:** 900

Excellent downtown commercial space in the heart of Bishop. Plenty of parking, a lot of foot and vehicle traffic. Anchor tenants. Information on CAM available.

Amenities

- parking
- on main street

Rental Terms

Rent: $1,305
Application Fee: $20
Security Deposit: $1,305
Available: Now

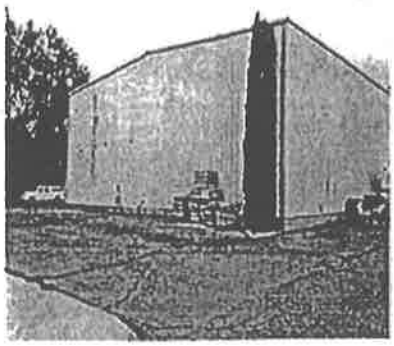
Map of 905 N. Main St. - C, Bishop, CA 93514

Large Warehouse And Office Space

$0.80 /mo

193 Willow St. - 193 Willow, Bishop, CA 93514
Commercial Type: Office **Square Feet:** 11,000

193 Willow Street. Approx. 11,000 sq. ft., Large warehouse space with 3 rooms, 2-story office space. Truck loading docks, plenty of parking. Street frontage on all 4 sides of building. Heating and air. $8,800/mo ($0.80/sq. ft.). One year lease or more. Available August 1st.



Rental Terms

Rent: $8,800
Security Deposit: $8,800
Available: Now

Map of 193 Willow St. - 193 Willow, Bishop, CA 93514

Residential – Independence/Lone Pine

**PLEASE CALL THE PHONE NUMBER LISTED FOR THE FOLLOWING RENTALS.
WE DO NOT MANAGE THESE PROPERTIES.**

1. 147 E. Park St., Independence. RV SPACES – Full hookups, large spaces, low rates. Little Pine MH Park. Ask about shareable spaces. (760) 582-5373
2. Mt. Whitney Apts - 375 N. Mt. Whitney Dr. – Spacious 2 bed/1 bath, Townhome style apartment for rent. $647/month, $627 security deposit. Tenant pays electric only. Laundry on site. No pets. Fridge and stove included. Central AC/Heat. Rental Assistance Available! Call Jennifer @ 760-876-4272

Commercial/Office Space & Storage

PROPERTIES MANAGED BY COLDWELL BANKER

1.

   Storage units available. 7 X 11 for $60/mo. 10X 20 for $120/mo. Call Curtis @ Coldwell Banker, Mon. – Fri. 8:30 a.m. to 5:00 p.m. 760.870.1379. or curtisamundson@outlook.com

2.

   193 Willow Street. Approx. 11,000 sq. ft., Large warehouse space with 3 rooms, 2-story office space. Truck loading docks, plenty of parking. Street frontage on all 4 sides of building. Heating and air. $0.80/sq. ft. One year lease or more. Available August 1st. Call Curtis @ Coldwell Banker, Mon. – Fri. 8:30 a.m. to 5:00 p.m. 760.870.1379. or curtisamundson@outlook.com

**PLEASE CALL THE PHONE NUMBER LISTED FOR THE FOLLOWING RENTALS.
WE DO NOT MANAGE THESE PROPERTIES.**

3. 686 W. Line St. Professional offices for rent. Call Pat @ 760.872.2022. Rent is negotiable.
4. Pine Street and Hammond St. Pine Street Mini Storage. 5 X 10 spaces for $65/mo. Call Curtis @ Coldwell Banker, Mon. – Fri. 8:30 a.m. to 5:00 p.m. 760.873.4264
5. 512 W. Line St., Suite B. Commercial office space with bathroom. 830 sq. ft. $700/mo. plus deposit. Street parking. Call Debbie 760.873.4273.
6. 512 W. Line St., Suite A. Professional office space for rent. $800/mo. plus deposit. 1 bathroom. Approx. 1,000 sq. ft. Street parking. Call Debbie @ 760.873.4273
7. 178 E. Line Street - Professional space for rent in a historic Bishop craftsman bungalow. Approximately 600 square feet, two offices with generous storage, and own restroom. Shares half of the building with State Farm Insurance less than one block from Main Street. On-street parking for clients, with municipal all-day parking across the street. $600 per month, plus shared utilities. (760) 873-6628 or schoberlew@yahoo.com

Attachment #4

Round Valley School

- After-School Arts/Recreation Program (2 days a week; 3-5 pm) for 40 weeks

Bishop Elementary

- After-School Recreation/Arts Program for 3rd-5th Gr. (Mon- Thurs, 3-5 pm) for 40 weeks

Home Street Middle School

- After-School Arts/Recreation Program (2 days a week, 3-5 pm) for 40 weeks
- School Library Stays Open After-School (Mon- Thurs, 3-5 pm) for 40 weeks

Bishop High School

- School Technology Center Stays Open After-School (Mon- Thurs, 2:30 to 5:00 pm)
- Friday and Saturday Night Open Gym (7 to 10 pm) November thru April

Palisades Continuation High

- After-School Arts/Recreation Program (2 days a week, 3-5 pm) for 40 weeks

Big Pine School

- After-School Arts/Recreation Program (2 days a week, 3-5 pm) for 40 weeks
- Friday and Saturday Night Open Gym (7 to 10 pm) November thru April

Owens Valley School

- After-School Arts/Recreation Program (2 days a week, 3-5 pm) for 40 weeks
- Friday and Saturday Night Open Gym (7 to 10 pm) November through April

Lo-Inyo School

- After-School Recreation/Arts Program for 3rd-8th gr. (Mon- Thurs, 3-5 pm) for 40 weeks

Lone Pine High School

- School Library Stays Open After School (Mon- Thurs, 3:00 to 5:00 pm) for 40 weeks
- Friday and Saturday Night Open Gym (7 to 10 pm) November through April

Death Valley Schools (Shoshone)

- Friday and Saturday Night Open Gym (7 to 10 pm) November through April

Details:

ICSOS and the School Districts of Inyo will—

- Provide facilities and some equipment
- Provide janitorial services
- Fund lighting, heat and garbage services
- Fund and employ Gym Directors at all of the Open Gym Nights at the five sites (Bishop, Big Pine, Independence, Lone Pine and Shoshone)
- Fund and provide basketballs, board games and volleyball equipment
- Fund and provide afterschool snacks for recreation/art participants
- Employ and manage the recreation directors and librarians

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
43

☐ Consent ☐ Departmental ☐ Correspondence Action ☒ Public Hearing
☒ Scheduled Time for 3:30 p.m. ☐ Closed Session ☐ Informational

FROM: Inyo County Public Works Department and Planning Commission

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Eastern California Museum Expansion Project and General Plan Amendment (GPA) No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification (ZR) No. 2015-02/Inyo County Eastern California Museum

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

A) Conduct a public hearing on the following actions for a 9.40-acre site at 155 North Grant Street (APN 022-140-16 & 022-140-31) in the community of Independence and leased from the Los Angeles Department of Water and Power: General Plan Amendment (GPA) No. 2015-02 changing the General Plan designation from Open Space and Recreation (OSR) to Public Service Facilities Designation (PF); and Zone Reclassification from Open Space with a 40 acre minimum (OS-40) to Public (P) and, a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2015-02/Inyo County Eastern California Museum and Amending Zoning Map of the County of Inyo by Rezoning a 9.4-acre parcel located at 155 North Grant Street (APN 022-140-16 & 022-140-31) in the community of Independence from Open Space with a 40 acre minimum (OS-40) to Public (P)."

B) Approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to; and Approving the Eastern California Museum Expansion Project and General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/Inyo County Eastern California Museum."

C) Waive the first reading of the above referenced ordinance under paragraph "A" approving Zone Reclassification (ZR) No. 2015-02/Inyo County Eastern California Museum and schedule the enactment for 11:45 a.m., Tuesday, June 14, 2016 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

SUMMARY DISCUSSION:

The Eastern California Museum was established on land leased from the Los Angeles Department of Water and Power by the County of Inyo. The 9.40 acre lease is located at the corner of N. Grant and W. Market Street (Onion Valley Road) on the west side of the community of Independence.

The Carson and Colorado Railroad (CCR) are restoring the Southern Pacific Narrow Gauge Engine (Engine 18), which is currently located at Dehy Park in Independence. The Carson & Colorado Railway is an all-volunteer 501(c)3 non-profit group dedicated to the restoration, and eventual operation of Engine 18 as a living reminder of the proud history of Independence and Southern Inyo County.

In partnership with the CCR and the Eastern California Museum, the Inyo County Department of Public Works proposes to develop a project at the existing Eastern California Museum to showcase CCR's restoration of Engine 18 that currently is located at Dehy Park. An Engine House is proposed to be constructed on the grounds of the Museum, to the south of the existing parking lot and museum building on the south end of the parcel. Track will be laid to accommodate showcase of the Engine. Los Angeles Department of Water and Power has provided a letter of approval to the Eastern California Museum.

To accommodate the Engine, an approximately 40-foot-wide by 75-foot-long structure will be constructed. The approximately 3,000-square-foot structure will be used to store, maintain, display, and operate Engine 18 and other railroad artifacts. Approximately 130 lineal feet of usable track will be laid inside the Engine House with approximately 1,000-lineal feet of exterior track. Interior improvements may include: a concrete slab work bench and other equipment for maintenance and restoration work; bathroom facilities, break/meeting room; two track lines; and, electrical outlets/lighting, etc.

The existing site is currently used as an outdoor equipment display area. Equipment within the proposed building site will be relocated and arranged within the remaining display area. The site has been determined by Museum staff to avoid damage to less stable pieces of equipment.

To better reflect on-site uses, the County proposes a GPA from "Open Space and Recreation (OSR)" to "Public Service Facilities Designation (PF)" and ZR from "Open Space – 40 acre minimum (OS-40)" to "Public (P)".

Environmental Review

An Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated for public review and comment pursuant to the provisions of the California Environmental Quality Act. County of Inyo, Public Works is the lead agency and custodian of these documents. The 30-day public comment period ended on January 6, 2016. Staff received 3-comment letters. The issues raised within these letters were addressed in the Planning Commission Staff Report. No additional potentially significant environmental impacts from the construction and operation of the Engine House and Operational Exhibit were identified in the course of the Initial Study and Draft Mitigated Negative Declaration of Environmental Impact circulation. Based upon the environmental evaluation of the proposed project, the Planning Commission found that the project does not have the potential to create a significant adverse impact on flora or fauna; natural, scenic and historic resources; the local economy; public health, safety, and welfare. This constitutes a Negative Finding for the Mandatory Findings required by Section 15065 of the CEQA Guidelines

Planning Commission Review

The Planning Commission held a Public Hearing on March 23, 2016, took public comment, and voted to recommend that the Board of Supervisors of Inyo County approve General Plan Amendment (GPA) No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification (ZR) No. 2015-02/Inyo

County Eastern California Museum, certify that the provisions of the California Environmental Quality Act (CEQA) have been met, make the findings required by CEQA, and adopt the Mitigated Negative Declaration and Mitigation Monitoring Program; and make certain Findings with respect to, and approve, General Plan Amendment (GPA) No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification (ZR) No. 2015-02/Inyo County Eastern California Museum, and the project with a unanimous vote. The Planning Commission staff report is included in Exhibit 5.

ALTERNATIVES:

- Not approve the requested actions, as described in Exhibit 5.
- Return to staff with direction.

OTHER AGENCY INVOLVEMENT:

- Los Angeles Department of Water and Power
- Carson and Colorado Railroad

FINANCING:

County project funded by the Public Works Departments.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 5/24/16

5/24/16

Exhibits:

1.) Proposed Resolution
2.) Proposed Ordinance
3.) Letter of Approval from thc Los Angeles Department of Water and Power

4.) Memorandum of Understanding between the County of Inyo and Carson & Colorado Railroad
5.) March 23, 2016, Planning Commission Staff Report

EXHIBIT "1"

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO; AND APPROVING THE EASTERN CALIFORNIA MUSEUM EXPANSION PROJECT AND GENERAL PLAN AMENDMENT NO. 2015-02/INYO COUNTY EASTERN CALIFORNIA MUSEUM AND ZONE RECLASSIFICATION NO. 2015-02/INYO COUNTY EASTERN CALIFORNIA MUSEUM.

WHEREAS, Inyo County in partnership with the Carson & Colorado Railroad (CCR) and the Eastern California Museum, the Inyo County Department of Public Works have developed a project at the existing Eastern California Museum to showcase Southern Pacific Narrow Gauge Locomotive #18 (Engine 18). An Engine House will be constructed on the grounds of the Museum, south of the existing parking lot and museum building on the south end of the parcel and track will be laid to accommodate showcase of the Engine. Engine 18 will be moved from Dehy Park to the Eastern California Museum where CCR will continue the restoration and eventual operation of Engine 18 as a living reminder of the proud history of Independence and Southern Inyo County.

WHEREAS, General Plan Amendment No. 2015-02/Inyo County Eastern California Museum from Open Space Recreational to Public Facilities is desired and allows for Public, Quasi-Public use. The project for continued restoration in a secure environment is consistent with permitted use for this designation and allows for the protection of a cultural resource, Engine #18. The expansion of the exhibit on Museum grounds will provide additional tourism, cultural and educational opportunities for the County and Community of Independence. Increasing tourism opportunities with train related activities and expanded recreational use of Los Angeles Department of Water and Power holdings are consistent with the County General Plan; and

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines as implemented by Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, the Inyo County Public Works Department completed an Initial Study and Environmental Checklist, and Draft Mitigated Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act concerning applications for the Eastern California Museum Expansion Project and General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/Inyo County Eastern California Museum; and

WHEREAS, the Inyo County Public Works Department circulated said Initial Study and Draft Mitigated Negative Declaration (MND) of Environmental Impact for a 30-day public review period as required by Section 15.32.060 of Inyo County Code, commencing on December 7, 2015 and ending on January 6, 2016; and

WHEREAS, the Inyo County Public Works Department received three comment letters during the 30-day public review period; and

WHEREAS, the Fort Independence Indian Reservation offered support of the project; and the State of California, Governor's Office of Planning and Research received no comments from other state agencies and acknowledged compliance with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act, and no substantive response was required; and

WHEREAS, Homeowner, Carrie Christian, expressed concern under Aesthetics and Noise, and these comments have been responded to in the record; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, on November 12, 2015 the County requested a list of appropriate Native American contacts from the California Native American Heritage Commission (NAHC) from whom to request consultation regarding General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/Inyo County Eastern California Museum; and

WHEREAS, the NAHC transmitted a list of Native American contact to the County on December 18, 2015 for the purposes of SB18 consultation regarding General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/Inyo County Eastern California Museum; and

WHEREAS, on December 23, 2015 the County sent certified letters initiating Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Band of the Owens Valley, Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Kern Valley Indian Council, Lone Pine Paiute Shoshone Reservation, Timbisha Shoshone Tribe and Walker River Reservation; and

WHEREAS, as specified by SB18 and per Government Code Section 65352.3, the tribes have ninety days to initiate the consultation process after notification; and

WHEREAS, on April 7, 2016 ninety days after the last certified mail receipt from the notification letters was received by the County, no tribes had initiated consultation; and

WHEREAS, the Inyo County Planning Commission is required to conduct a public hearing on proposed General Plan Amendments, and Zone Reclassifications, and to make a recommendation to the Board of Supervisors thereon on General Plan Amendments and Zone Reclassifications (Sections 65854 and 65855 of Government Code); and

WHEREAS, the Inyo County Planning Commission held a public hearing and provided the opportunity for public comment on March 23, 2016, to review and consider a request for approval of General Plan Amendment No. 2015-02/Inyo County Eastern California Museum, and considered the staff report for the application and all oral and written comments regarding the application; and voted 5-0 to make a recommendation to the Board of Supervisors; and

WHEREAS, following said public hearing the Planning Commission recommended that this Board of Supervisors:

1. Certify that the requirements of the California Environmental Quality Act (CEQA) have been met, make the findings required by CEAQ, and adopt the Mitigated Negative Declaration and Mitigation Monitoring Program; and

2. Make certain Findings with respect to, and approve, Zone Reclassification No. 2015-02, General Plan Amendment No. 2015-02, and the project.

WHEREAS, pursuant to that recommendation, the Board of Supervisors held a public hearing on June 7, 2016, and considered all written and oral testimony presented concerning General Plan Amendment No. 2016-02/Inyo County Eastern California Museum, Zone Reclassification No. 2016-02/Inyo County Eastern California Museum and the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the June 7, 2016, hearing, including the Planning Department Staff Report concerning the above described proposed project, this Board makes the following findings for the proposed project:

1.) The provisions of the California Environmental Quality Act (CEQA) have been satisfied.

(Evidence: An Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated for public review and comment pursuant to the provisions of the California Environmental Quality Act. County of Inyo, Public Works is the lead agency and custodian of these documents. The 30-day public comment period ended on January 6, 2016. Staff received 3-comment letters. No additional potentially significant environmental impacts from the construction and operation of the Engine House and Operational Exhibit were identified in the course of the Initial Study and Draft Mitigated Negative Declaration of Environmental Impact circulation. Based upon the environmental evaluation of the proposed project, the Planning Commission found that the project does not have the potential to create a significant adverse impact on flora or fauna; natural, scenic and historic resources; the local economy; public health, safety, and welfare. This constitutes a Negative Finding for the Mandatory Findings required by Section 15065 of the CEQA Guidelines. *The Final MND has been presented to this Board of Supervisors which has reviewed and considered the information contained in therein, and the Final MND reflects the County's independent judgment and analysis.)*

2.) Based on substantial evidence in the record, the proposed Zone Reclassification and General Plan Amendment are consistent with the Goals and Policies of the Inyo County General Plan.

[Evidence: This project is consistent with allowable uses for areas owned by public agencies such as the County or by quasi-public organizations that serve as significant public facilities and similar or compatible uses; (Policy LU-5.2 Public Service Facilities Designation (PF) Encourages the LADWP to continue to allow and expand the recreational uses of their land holdings in the Owens Valley. (Policy ED-1.3 Visitor Usage of LADWP Lands); Increases the capacity of the Eastern California Museum, in partnership with the Carson and Colorado Railroad, to serve tourist at an established tourist attraction. Goals and Policies, Tourism, ED-1)]

3.) Based on substantial evidence in the record, the proposed Zone Reclassification is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

(Evidence: The project is consistent with the form of public or quasi-public use. Public districts are created to apply to land that is owned by a governmental agency and is in some form of public or quasi-public use, including open space, parks, schools, utilities and services, and other public buildings and facilities. The purpose of designating such land as a "P" district on the zoning map is to relate the zoning map to major elements of actual land use and the county-wide general plan. Section 18.72 Public Districts)

4.) The project site is already developed and will not result in the loss of native vegetation or wildlife habitat. Therefore, this project will have a "de minimus" impact on wildlife resources as outlined in the California Department of Fish and Game Code Section 711.4.

(Evidence: This project is located on already disturbed land, free of vegetation and is currently used to display farm and railroad equipment.)

5.) The proposed use is properly related to other uses and transportation and service facilities in the vicinity.

(Evidence: This proposed upgraded and expanded use is consistent with the current use and is not expected to interfere with nearby uses with regard to transportation)

6.) The proposed use would not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.

(Evidence: Proposed relocation would allow the Engine to be stored in a secured location. Occasional operation during engine restoration, maintenance and exhibition will be minor due to the small scope and size of the project. The project is mitigated to operate Holidays and Weekends, on limited bases, to reduce noise and vibration. Although the project does include the maintenance and minimal operation of a Steam Locomotive, any storage of fluids and equipment for this maintenance/operation, will

require the applicant to obtain permits from the County Environmental Health Department regarding the storage and disposal of hazardous materials used in these operations.)

7.) The proposed use is necessary or desirable.

(Evidence: The proposed use is necessary to protect the Engine and allow for the continuation of the restoration in a secure environment. The expansion of the exhibit on Museum grounds will provide additional tourism, cultural and educational opportunities for the County and Community of Independence. Increasing tourism opportunities with train related activities are consistent with the County General Plan.)

California Environmental Quality Act Findings:

1.) Based on substantial evidence in the record, the Board of Supervisors: (a) finds that on the basis of the whole record before it (including the Initial Study and the comments received), that there is no substantial evidence that the project will have a significant effect on the environment; (b) finds that the Mitigated Negative Declaration reflects the County's independent judgment and analysis; (c) specifies that the Inyo County Public Works Department is the custodian and location of the documents and other material which constitute the record of proceedings upon which the decision is based; (d) adopts the Mitigated Negative Declaration; (e) adopts the Mitigation Monitoring and Reporting Program as a component of the conditions of approval and, (f) certifies that the provisions of the California Environmental Quality Act have been satisfied.

(Evidence: In compliance with the requirements of CEQA, an Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of the CEQA. The public comment period closed on January 6, 2016. In compliance with Section 15074 of CEQA Guidelines [Consideration & Adoption of a Negative Declaration or Mitigated Negative Declaration], the mitigation measures outlined in the CEQA Checklist will be enforced by the County.)

2.) Based on substantial evidence in the record, the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial environmental damage, or substantially and avoidably injure fish, wildlife, or their habitat.

(Evidence: The proposed project is located on already disturbed land, approximately 1,000 cubic yards of fill will be used to create a pad for the proposed building. Independence Creek and irrigation ditch are not within the proposed area)

3.) Based on substantial evidence in the record, the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to cultural or social resources.

EXHIBIT "1"

(Evidence: The proposed project will relocate Engine 18 from Dehy Park to the Eastern California Museum. The current Engine site at Dehy Park will be replaced by a suitable train related exhibit (boxcar or caboose) with appropriate directional signage to the new location of Engine 18. Less the significant impact is expected.

BE IT FURTHER RESOLVED, that General Plan Amendment No. 2015-02/Inyo County Eastern California Museum proposes to amend the general plan from Open Space and Recreation (OSR) to Public Service Facilities Designation (PF); and to approve a Zone Reclassification from Open Space with a 40 acre minimum (OS-40) to Public (P); which better reflects on site use of an Engine House and Operational Exhibit and provides uniform designation across the Inyo County Eastern California Museum and Project area.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Inyo, State of California, does hereby approve General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/Inyo County Eastern California Museum; and the project, subject to the following conditions of approval:

1) Hold Harmless: The applicant shall defend, indemnify and hold harmless Inyo County (County), its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul said approval of the Eastern California Museum Expansion Project and General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/Inyo County Eastern California Museum. The County reserves the right to prepare its own defense.

2) Mitigation Monitoring and Reporting Program as attached.

BE IT FURTHER RESOLVED BE IT FURTHER RESOLVED that this GPA shall not take effect for thirty days after the date of this resolution.

PASSED AND ADOPTED THIS 7TH DAY OF JUNE, 2016:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

EXHIBIT "1"

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By _____

Attachments:

A. MMRP
B. GPA Area Map

Mitigation Monitoring and Reporting Program

Eastern California Museum Expansion / General Plan Amendment No. 2015-02 and Zone Reclassification No. 2015-02

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
			Action	Date Completed/Noted
Noise: Engine & whistle operations will be limiting use to maintenance, occasional holidays and weekends and only during daylight hours.	Ongoing upon operation	Inyo County Eastern California Museum		
Cultural Resources: The Historic Engine at Dehy Park will be replacement with a suitable railroad related exhibit, such as a boxcar or caboose and include related signage.	After moving the engine	Inyo County Public Works Department		

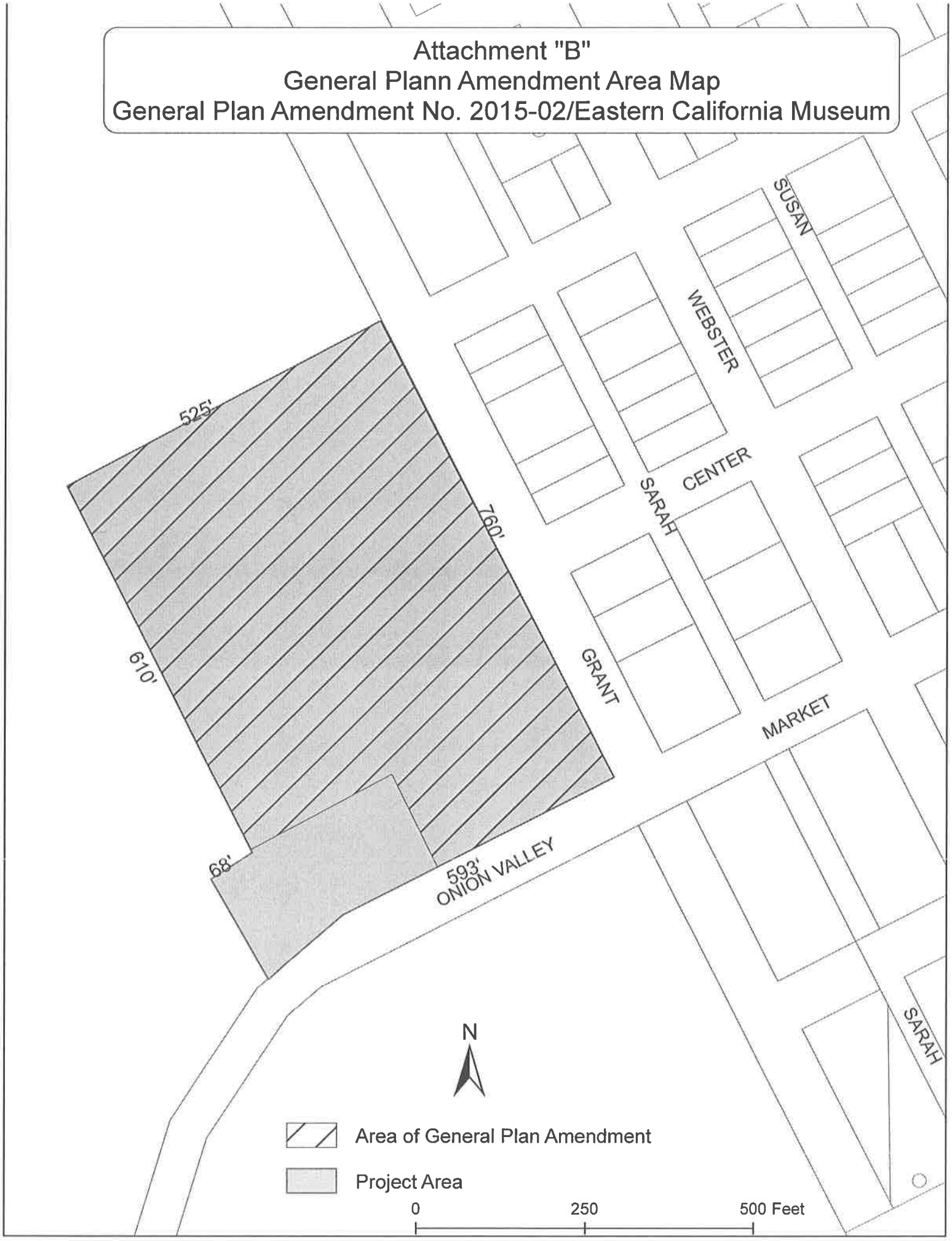

Attachment "B"
General Plann Amendment Area Map
General Plan Amendment No. 2015-02/Eastern California Museum
SUSAN
WEBSTER
CENTER
SARAH
GRANT
MARKET
SARAH
ONION VALLEY
525'
760'
610'
68'
593'
N
Area of General Plan Amendment
Project Area
0
250
500 Feet

EXHIBIT "2"

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2015-02/INYO COUNTY EASTERN CALIFORNIA MUSEUM AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 9.4-ACRE PARCEL LOCATED AT 155 NORTH GRANT STREET (APN 022-140-16 & 022-014-31) IN THE COMMUNITY OF INDEPENDENCE FROM OPEN SPACE WITH A FORTY-ACRE MINIMUM (OS-40) TO PUBLIC (P).

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

(1) In accordance with Inyo County Code Section 18.81.320, Inyo County Eastern California Museum applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a Forty-Acre Minimum (OS-40) to Public (P) on a property in the community of Independence (APN 022-140-16 & 022-014-31), as described in Section III of this Ordinance.

(2) On March 23, 2016, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2015-02/Inyo County Eastern California Museum, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance from Open Space with a Forty-Acre Minimum (OS-40) to Public (P).

(3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.

(4) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.

(5) The proposed actions will act to provided uniform designation across the Inyo County Eastern California Museum and Project area.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 9.4-acre Lease located at 155 North Grant Street (APN 022-140-16 & 022-014-31) in the community of Independence is changed from Open Space with a Forty-Acre Minimum (OS-40) to Public (P) as illustrated on attached Zoning Reclassification Area Map

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS 14th DAY OF JUNE, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
Clerk of the Board

By:_____

Attachment: Zoning Reclassification Area Map

Zoning Reclassification Area Map
Zoning Reclassification No. 2015-02/Eastern California Museum

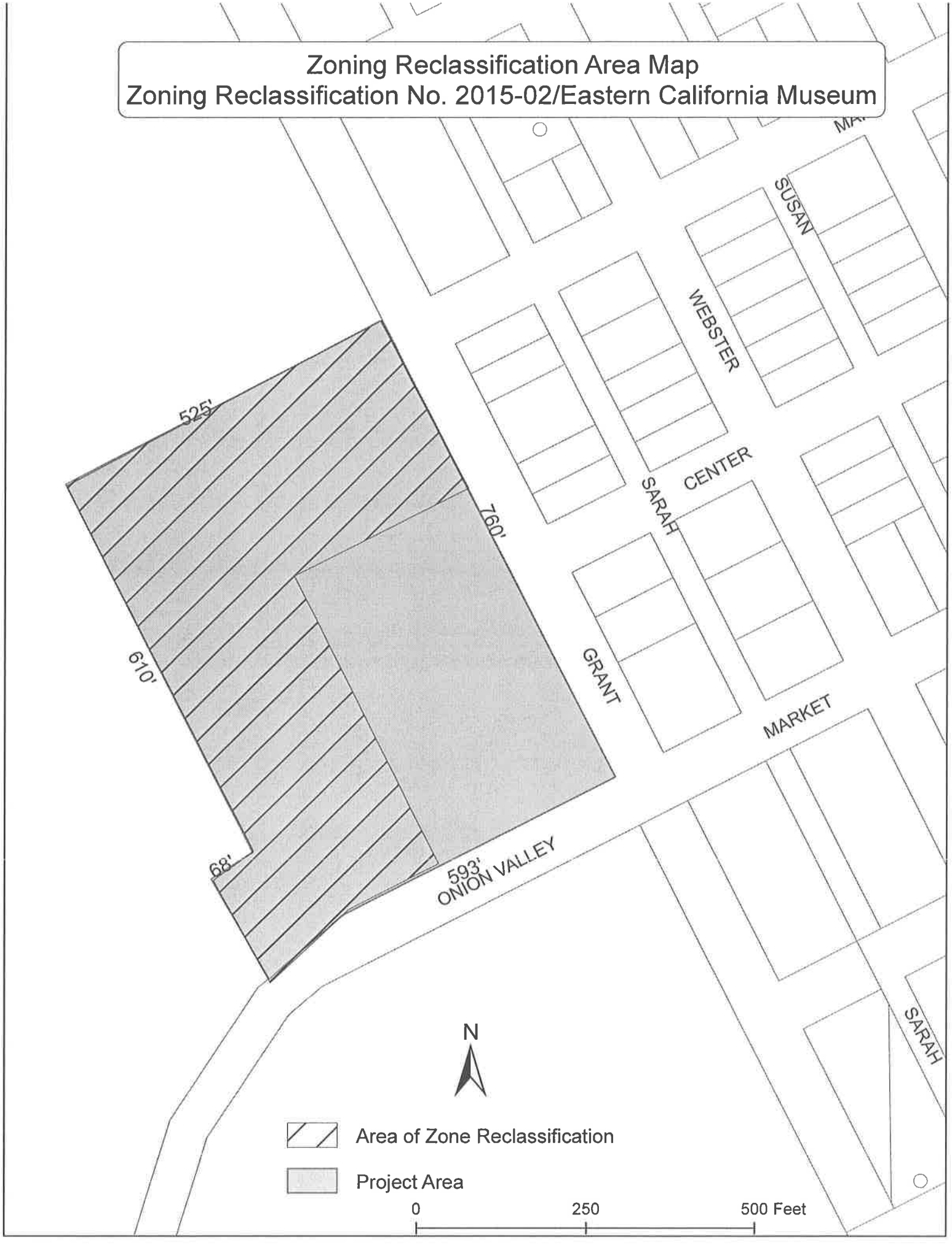


Exhibit "3"

Los Angeles Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

March 11, 2016

Mr. John Klusmire
County of Inyo
Eastern California Museum
P.O. Box 206
Independence, CA 93526

Dear Mr. Klusmire:

Subject: Eastern California Museum Expansion - Independence - Inyo County
Lease OVRL-4639

This is in response to your letter dated January 28, 2016, to Mr. Scott Cimino, Real Estate Officer, requesting approval for an expansion of the Eastern California Museum, located on the City of Los Angeles (City) property at 155 North Grant Street, Independence, covered under the above-noted lease.

As described in your letter, the proposed museum expansion includes constructing a 40' x 75' building to house the Carson Colorado Engine #18 and installing approximately 1,000 lineal feet of narrow gauge railroad track for demonstrations. The proposal also includes a General Plan Amendment and Zoning Change for the lease area to better reflect the land use.

Permission is contingent on the Los Angeles Department of Water and Power (LADWP) receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this letter to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If it has not been returned within 30 days, we will assume that you no longer plan to do this work and this permission shall be considered null and void.

This permission is subject to the following terms and conditions:

1. The County of Inyo (County) hereby acknowledges and agrees that it is willing to construct the proposed improvements, regardless of the fact that said lease OVRL-4639 is due to expire on August 31, 2016. LADWP is willing to recommend to its Board of Water and Power Commissioners that said lease be renewed, however, LADWP has no obligation in this regard and makes no representation or guarantee as to future disposition of the leased property.

111 N. Hope Street, Los Angeles, California 90012-2607 *Mailing address:* Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-4211 www.LADWP.com

Exhibit "3"

2. LADWP will allow the County to pursue approval of the General Plan Amendment and Zoning Change to the lease premises.
3. Construction of the improvements shall be completed by December 31, 2016. If additional time is needed, it will be necessary for you to telephone our Real Estate office at (760) 873-0370 and request an extension.
4. No construction work shall be allowed within 50' of Independence Creek.
5. The permission granted herein is for the improvement work as described and shown on the drawings you provided. If you desire to make additional improvements at this site, the proposed work must be approved, in writing, prior to commencing any additional work.
6. LADWP shall have the opportunity to review and approve the final construction plans, no later than 30 days prior to commencement of construction.
7. It shall be your responsibility to obtain any necessary permits and to ensure compliance with all applicable requirements. A copy of all permits shall be submitted to LADWP prior to construction.
8. Please notify LADWP when the improvements have been completed to schedule an inspection and update the inventory records.
9. The acceptance and exercise of this permission shall be without liability or expense to the City of Los Angeles and the Department of Water and Power.
10. All terms and conditions of OVRL-4639 shall remain in full force and effect. Any conflict between this permission and the provisions of BL-1429 shall be controlled by the latter.

If you have any questions regarding this permission, please write to LADWP's office at the above-noted address, or you may contact Mr. Cimino at (760) 873-0369 or (760) 873-0370. Again, this permission will not be valid unless a signed copy of this letter has been returned to LADWP.

Sincerely,

James G. Yannotta

James G. Yannotta
Manager of Aqueduct

SC:vrm
Enclosure (to be signed and returned)
c: Mr. Scott Cimino
Real Estate

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS PERMISSION AS BINDING ON BEHALF OF THE ENTITY TO WHOM SAID PERMISSION IS GRANTED.

DATED: 3-25-16

BY: _____
SIGNATURE

EXHIBIT "4"

MEMORANDUM OF UNDERSTANDING (MOU)

Between

County of Inyo

and

Carson and Colorado Railroad

This is an agreement between the County of Inyo, hereinafter called "County" and Carson and Colorado Railway hereinafter called "CCRW".

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the relocation of Engine #18 from Dehy Park to the Eastern California Museum and the replacement of Engine #18 in Dehy Park with a suitable railroad related exhibit, such as a boxcar or caboose and related signage.

II. BACKGROUND

The County is the owner of the Southern Pacific steam locomotive #18, which is currently located at Dehy Park in Independence, California. The Carson and Colorado Railway was founded in 1999 by a group of Independence citizens for the purpose of restoring the Southern Pacific steam locomotive #18 to operational condition and developing a small operational exhibit and building to house the locomotive. In 2010 the County and CCRW entered into a five year agreement for a three phase plan to 1. Restore, 2. Construct a facility to house and operate the locomotive, and 3. Operate and provide long-term care of the locomotive. The restoration of the locomotive is expected to be complete in 2015. The CCRW has provided plans and information to the County for the relocation of the locomotive to the Eastern California Museum including tracks for operation and a building to house the restored engine.

III. *County* RESPONSIBILITIES UNDER THIS MOU

County shall undertake the following activities:

- Provide a suitable location, consistent with the County's lease for the museum property from the City of Los Angeles Department of Water and Power, at the Eastern California Museum (see attached Exhibit A) including space for a secure building to house the locomotive, and space for demonstration tracks.

- Provide support in the preparation of any environmental review and/or permitting efforts required in the construction of the building or tracks at the Eastern California Museum site.
- Promote the locomotive as an additional exhibit at the Eastern California Museum.
- Work with CCRW to maintain the exhibit as a secure static display.

IV. *CCRW* RESPONSIBILITIES UNDER THIS MOU

CCRW shall undertake the following activities:

- At such time the locomotive restoration is substantially complete sufficient to safely move the locomotive, CCRW shall move the locomotive from Dehy Park to the designated site (see attached Exhibit A) at the Eastern California Museum.
- Construct approximately 1200 feet of operational track, a cement pad adjacent to the engine house site, and an engine house estimated to be 25'x78' with windows and large door openings for viewing the locomotive.
- Support limited operations of the locomotive at the Eastern California Museum and off-site demonstrations including transport, set-up, and return of Engine #18.
- Provide a suitable replacement display (boxcar or caboose) with appropriate directional signage to the new location of Engine #18 to be displayed at Dehy Park upon the completion of the restoration of the locomotive to be determined through mutual agreement with the County.
- Maintain the locomotive, tracks, and engine house building at the Eastern California Museum, and work with the County maintain the exhibit as a secure static display.

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

1. It is anticipated that the relocation of the locomotive and replacement exhibit at Dehy Park be complete by 2019.
2. It is understood that upon the completion of locomotive restoration that an additional long term agreement will be necessary for the on-going operation as well as any other potential future use of the locomotive or exhibit by the County or CCRW.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of County's and CCRW's authorized officials. It shall be in force from 2014 to 2020.
Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

County of Inyo

07-17-2014
Date

Carson and Colorado Railway

7/11/14
Date

EXHIBIT "5"

Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 872-2712
E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: #6 (Action Item – Public Hearing)

PLANNING COMMISSION MEETING DATE: March 23, 2016

SUBJECT: Eastern California Museum Expansion / General Plan Amendment (GPA) No. 2015-02 and Zone Reclassification (ZR) No. 2015-02

EXECUTIVE SUMMARY

The Carson and Colorado Railroad under a Memorandum of Understanding with the County will construct a 40'foot by 75'foot Engine House and related track on the existing grounds of the Eastern California Museum to relocate and secure for restoration and display Engine 18 (Slim Princess) from Dehy Park. The construction site is located in an already disturbed area south of the existing Museum building that is currently used as an Outdoor Display. The Carson and Colorado Railroad will replace the Engine exhibit at Dehy Park with a suitable train related display (boxcar or caboose) and appropriate directional signage to the new location of Engine 18 at the Museum. The Engine restoration is on track to be completed in 2016. It is anticipated that the relocation of the Engine could happen as early as July 2016. The Engine will be moved by a professional towing company on a lowboy trailer. The replacement exhibit at Dehy Park is expected to be completed by 2019.

An Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated for public review and comment pursuant to the provisions of the California Environmental Quality Act. County of Inyo, Public Works is the lead agency and custodian of these documents.

To better reflect on-site uses, the County proposes a General Plan Amendment from "Open Space and Recreation (OSR)" to "Public Service Facilities Designation (PF)" and a Zoning Reclassification from "Open Space – 40 acre minimum (OS-40)" to "Public (P)".

PROJECT INFORMATION

Supervisory District: Fourth District

EXHIBIT "5"

Applicant: Inyo County
P.O. Drawer Q
Independence, CA 93526.

Landowners: City of Los Angeles Department of Water and Power (LADWP)

Address/ Community: 155 N. Grant Street/Independence

A.P.N.s: 022-140-16, 022-014-31

General Plan: Public Service Facilities Designation (PF) & Open Space and Recreation (OSR)

Zoning: Public (P) and Open Space – 40 acre minimum (OS-40)

Size of Parcels: 9.4-Acres (Museum Site), 253.04-Acres

Surrounding Land Use:

Location:	Use:	Gen. Plan Designation	Zoning
Site (APN)	Museum, Outdoor Display	Public Service Facilities Designation-PF & Open Space, Recreational-OSR	Public-P & Open Space-OS
North	Open Space, Vacant	Open Space, Recreational-OSR	Open Space-40 Acre minimum-OS-40
East	Single Family Residence	Residential	Single Residence or Mobilehome Combined-RMH
South	LA DWP Service Shop	Public Service Facilities	General Industrial and extraction-M1-20,000
West	Open Space, Vacant	Open Space, Recreational-OSR and Public Service Facilities	Open Space-40 Acre minimum-OS-40

Recommended Action:

Conduct a Public Hearing and Recommend that the Board of Supervisors:

1) Certify that the provisions of the California Environmental Quality Act (CEQA) have been met, make the findings required by CEQA, and adopt the Mitigated Negative Declaration and Mitigation Monitoring Program.

2) Make certain Findings with respect to, and approve, Zone Reclassification No. 2015-02, General Plan Amendment No. 2015-02, and the project.

Alternatives:

1) Recommend that the Board deny the General Plan Amendment and Zone Reclassification, thereby prohibiting the project.

2) Recommend that the Board deny the General Plan Amendment and Zone Reclassification, and instead direct staff to process a Conditional Use Permit for the project.

3) Recommend that the Board deny the General Plan Amendment and Zone Reclassification, and deem the project exempt from County Planning and Zoning and approve the project.

4) Provide recommendations for conditions of approval for the project.

5) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information is desired.

Project Planner: Diane Fortney

BACKGROUND

The Eastern California Museum was established on land leased from the Los Angeles Department of Water and Power by the County of Inyo. The 9.40 acre lease is located at the corner of N. Grant and W. Market Street (Onion Valley Road) on the west side of the community of Independence.

EXHIBIT "5"

The Carson and Colorado Railroad (CCR) are restoring Engine 18, which is currently located at Dehy Park in Independence. The Carson & Colorado Railway is an all-volunteer 501(c)3 non-profit group dedicated to the restoration, and eventual operation of Southern Pacific narrow gauge locomotive #18 as a living reminder of the proud history of Independence and Southern Inyo County.

In partnership with the CCR and the Eastern California Museum, the Inyo County Department of Public Works proposes to develop a project at the existing Eastern California Museum to showcase CCR's Engine 18 that currently is located at Dehy Park. An Engine House is proposed to be constructed on the grounds of the Museum, to the south of the existing parking lot and museum building on the south end of the parcel. Track will be laid to accommodate showcase of the Engine.

To accommodate the Engine, an approximately 40-foot-wide by 75-foot-long structure will be constructed. The approximately 3,000-square-foot structure will be used to store, maintain, display, and operate Engine 18 and other railroad artifacts. Approximately 130 lineal feet of usable track will be laid inside the Engine House with approximately 1,000-lineal feet of exterior track. Interior improvements may include: a concrete slab work bench and other equipment for maintenance and restoration work; bathroom facilities, break/meeting room; two track lines; and, electrical outlets/lighting, etc.

The existing site is currently used as an outdoor equipment display area. Equipment within the proposed building site will be relocated and arranged within the remaining display area. The site has been determined by Museum staff to avoid damage to less stable pieces of equipment.

The public hearing for this project was rescheduled from the February 24, 2016 Planning Commission Meeting to allow for additional noticing to be provided due to identified mapping concerns. Mapping updates have been included to amend the lease area of the Eastern California Museum. The original mapping did not include the northeastern area as shown on Exhibit "A" of the modification of lease dated September 1, 1966. Noticing within the 300 foot buffer was expanded to include the additional identified landowner.

Construction

The project will be developed in June 2016. First, the site will be cleared and readied for construction, followed by minor grading to develop the pad. Then the new facilities will be emplaced. Finally, the engine will be moved to the site by July 2016.

Operation

Project operations are expected to begin in summer 2016. Day-to-day operations will consist of museum exhibitions and special tours, volunteers working on the Engine will

continue the restoration process. Occasionally, the Engine will be started and shown for exhibit demonstration and education opportunities.

STAFF ANALYSIS

The proposed project site is on the westerly edge of the community of Independence on the west side of North Grant Street and north of West Market Street (Onion Valley Road). The proposed Engine House and track will be located south of the existing Museum and Parking Lot on a disturbed area used as an outdoor equipment display. There is open desert to north and west and a County campground approximately 250 yards to the southwest. Independence Creek runs to the North and west. An irrigation ditch crosses the existing leased land from the southeast corner to the approximately 65 yards from the northwest corner. To the northeast across North Grant Street is an established neighborhood of single-family residences zoned RMH. The Los Angeles Department of Water and Power has a service shop and storage area, of approximately 12 acres that is industrial zoned, disturbed land, directly to the southeast, across West Market Street (i.e., Onion Valley Road). The project is generally compatible with on-site operations and nearby land uses, works to improve the Museum and the economy of Independence, and will be a positive addition to Independence.

The project includes limited operation of the Baldwin 4-6-0 steam locomotive (slim princess), which was built in 1911. Engine No. 18 is one of the only three Southern Pacific narrow gauge steam locomotives that are still in existence; all of the others were scrapped before or during the scrap drives of World War II. Operations of the locomotive will be limited, thereby minimizing effects to adjacent sensitive uses.

View of the site will be altered by the new development. These alterations will be similar to existing conditions and to other nearby development.

General Plan Consistency

Public Service Facilities Designation (PF) & Open Space and Recreation (OSR); The proposed 3,000-square foot Engine House and Operational Exhibit project will be located within the existing Eastern California Museum grounds. Existing improvements and proposed expansion are under the maximum floor are ratio (FAR) for non-residential intensity of 0.90. The site is currently utilized as a museum and display area and will continue to do so. In order to better reflect on-site uses of an Engine House and Operational Exhibit, the OSR designation is proposed to be re-designated to PF. This will provided uniform designation across the project area.

Zoning Ordinance Consistency

Public District (P) & Open Space – 40 acre minimum (OS-40). The proposed 3,000-square foot Engine House and Operational Exhibit project will be located within the existing Eastern California Museum grounds. In order to better reflect on-site uses, it is proposed to rezone those portions currently zoned OS-40 to P. This will provide uniform

zoning across the project area. Areas to the northeast are zoned RMH – 5,800 and are an established neighborhood of single family residences. To the north, west and southwest is Open Space – 40 acre minimum parcel size (OS-40). To the south and southeast M-1 General Industrial and extraction; this site is utilized as a Service Shop and Equipment Storage by the Los Angeles Department of Water and Power.

Tribal Consultation

Pursuant to Senate Bill (SB) 18 (Burton, 2004) and Government Code Section 65352.3, the County requested a list of appropriated tribal contacts from the Native American Heritage Commission (NAHC) on November 12, 2015. Using the list provided by the NAHC the County invited the Tribes to consultation on December 23, 2015. The consultation period closes on April 7, 2016. No consultation requests have been received to date.

Public Notice

As required by State law and County regulations, a notice of public hearing was published in the Inyo Register on March 12, 2016 and mailed to all property owners within 300 feet of the subject property on March 10, 2016.

ENVIRONMENTAL REVIEW

The CEQA Initial Study & Checklist (Draft Mitigated Negative Declaration) for the project was circulated from December 7, 2015 to January 6, 2016 (refer to Attachment 4). The following mitigation is noted for the project:

- Noise: Engine & whistle operations will be limiting use to maintenance, occasional holidays and weekends and only during daylight hours.
- Cultural Resources: The Historic Engine at Dehy Park will be replaced with a suitable railroad related exhibit, such as a boxcar or caboose and include related signage.

Comment letters were received from Ms. Carrie Christian; The Fort Independence Indian Reservation; State of California, Office of Planning and Research. The following summarizes and responds to the comments:

Summarized Comment:

Ms. Christian expressed concerns regarding Noise and Aesthetics. Ms. Christian owns the residence located at 345 E. Market Street directly northeast of the project site.

Long-term noise, vibration and groundborne noise resulting from engine operation and increased activity at the site so close to her property will negatively impact quality of living, property valve and future resale value.

Placement of the proposed engine house will negatively impact scenic vista visible from windows and a porch facing Grant Street, property value and future resale value. Construction of the engine house may create glare against the windows and possible cause a rise in temperature inside and outside the home.

Response:

The Mitigated Negative Declaration of Environmental Impact evaluates potential impacts regarding noise and increased activity. As indicated in this evaluation the impacts will be mitigated to less than significant by limiting operation of the engine to maintenance, occasional holidays and weekends only during daylight hours. This type of vibration and groundborne noise is consistent with neighboring uses. An LA DWP service shop is located directly across Onion Valley Rd to the south.

The location of the proposed engine house is set back from the Grant Street property line. Trees significantly higher than the proposed 20-foot-high building, line both N. Market Street and Grant Street on two sides of the project area. Existing buildings on site are of similar height. Potential aesthetics impacts are less than significant.

The residence is located to the northeast of the proposed structure; sun tracking along the south side should not be a factor.

Summarized Comment:

The Fort Independence Indian Reservation expressed support for the project.

Response:

No response required

Summarized Comment:

The Office of Planning and Research stated "no state agencies submitted comments" during the comment period.

Response:

No response required.

ALTERNATIVES

The Planning Commission may recommend that the Board consider the following alternatives

1.) Recommend that the Board deny the General Plan Amendment and Zone Reclassification, thereby prohibiting the project. This is not recommended the proposed project of an operational exhibit of the historic Engine #18 provides increased recreational, cultural resources and educational opportunities consistent with the goals and objectives of the Inyo County General Plan. The project is compatible with the goals and objectives of the Inyo County General Plan Land Use designation Public Service Facilities Designation (PF) if approved.

2.) Recommend that the Board deny the General Plan Amendment and Zone Reclassification, and instead direct staff to process a Conditional Use Permit for the project. This is not recommended because the project the GPA and ZR better reflect existing and proposed uses, and the County is not subject to its zoning regulations.

3.) Recommend that the Board deny the General Plan Amendment and Zone Reclassification, and deem the project exempt from County Planning and Zoning and approve the project. This is not recommended, in order to better reflect on-site uses, it is proposed to rezone those portions currently zoned OS-40 to P. This will provide uniform zoning across the project area.

4.) Provide recommendations for conditions of approval for the project.

5.) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information is desired.

RECOMMENDATIONS

Staff recommends that the Commission conduct a Public Hearing and recommend that the Board of Supervisors: 1.) certify that the provisions of the CEQA have been met, make the findings required by CEQA, and adopt the Mitigated Negative Declaration and Mitigation Monitoring Program, and; 2.) make certain Findings with respect to, and approve, Zone Reclassification No. 2015-02, General Plan Amendment No. 2015-02, and the project.

Recommended Findings

General Plan Amendment/Zoning Reclassification Findings:

1). The provisions of the California Environmental Quality Act (CEQA) have been satisfied.

[Evidence: An Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated for public review and comment pursuant to the provisions of the California Environmental Quality Act. County of Inyo, Public Works is the lead agency and custodian of these documents. The 30-day public comment period ended on January 4, 2016. Staff received two comment letters. No additional potentially significant environmental impacts from the construction and operation of the Engine House and Operational Exhibit were identified in the course of the Initial Study and Draft Mitigated Negative Declaration of Environmental Impact circulation. Based upon the environmental evaluation of the proposed project, the project does not have the potential to create a significant adverse impact on flora or fauna; natural, scenic and historic resources; the local economy; public health, safety, and welfare. This constitutes a Finding required by Section 15065(b) of the CEQA Guidelines.*]*

2.) Based on substantial evidence in the record, the proposed Zone Reclassification and General Plan Amendment are consistent with the Goals and Policies of the Inyo County General Plan.

[Evidence: This project is consistent with allowable uses for areas owned by public agencies such as the County or by quasi-public organizations that serve as significant public facilities and similar or compatible uses; (Policy LU-5.2 Public Service Facilities Designation (PF) Encourages the LADWP to continue to allow and expand the recreational uses of their land holdings in the Owens Valley. (Policy ED-1.3 Visitor Usage of LADWP Lands); Increases the capacity of the Eastern California Museum, in partnership with the Carson and Colorado Railroad, to serve tourist at an established tourist attraction. Goals and Policies, Tourism, ED-1)]

3.) Based on substantial evidence in the record, the proposed Zone Reclassification and General Plan Amendment are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

[Evidence: The project is consistent with the form of public or quasi-public use. Public districts are created to apply to land that is owned by a governmental agency and is in some form of public or quasi-public use, including open space, parks, schools, utilities and services, and other public buildings and facilities. The purpose of designating such land as a "P" district on the zoning map is to relate the zoning map to major elements of actual land use and the county-wide general plan. Section 18.72 Public Districts]

4.) The project site is already developed and will not result in the loss of native vegetation or wildlife habitat. Therefore, this project will have a "de minimus" impact on wildlife resources as outlined in the California Department of Fish and Game Code Section 711.4(c)(2).

[Evidence: This project is located on already disturbed land, free of vegetation and currently used to display farm and railroad equipment.]

5.) The proposed use is properly related to other uses and transportation and service facilities in the vicinity.

[Evidence: This proposed upgraded and expanded use is consistent with the current use and is not expected to interfere with nearby uses with regard to transportation]

6. The proposed use would not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.

[Evidence: Proposed relocation would allow the Engine to be stored in a secured location. Occasional operation during engine restoration, maintenance and exhibition will be minor due to the small scope and size of the project. The project is mitigated to operate Holidays and Weekends, on limited bases, to reduce noise and vibration. Although the project does include the maintenance and minimal operation of a Steam Locomotive, any storage of fluids and equipment for this maintenance/operation, will require the applicant to obtain permits from the County Environmental Health Department regarding the storage and disposal of hazardous materials used in these operations.]

7. The proposed use is necessary or desirable.

[Evidence: The proposed use is necessary to protect the Engine and allow for the continuation of the restoration in a secure environment. The expansion of the exhibit on Museum grounds will provide additional tourism, cultural and educational opportunities for the County and Community of Independence. Increasing tourism opportunities with train related activities are consistent with the County General Plan.]

California Environmental Quality Act Findings:

1.) Based on substantial evidence in the record, the Planning Commission (1) recommends that the Board of Supervisors find the following: (a) that on the basis of the whole record before it (including the Initial Study and the comments received), that there is no substantial evidence that the project will have a significant effect on the environment and (2) recommends that the Board of Supervisors find that the Mitigated Negative Declaration reflects the County's independent judgment and analysis; (2) specify that the Inyo County Public Works Department is the custodian and location of the documents and other material which constitute the record of proceedings upon which the decision is based; (3) Adopt the conditions of approval for the project required to avoid

significant environmental impacts; (4) adopt the Mitigated Negative Declaration; (5) adopt the Mitigation Monitoring Program as a component of the conditions of approval and, (6) certify that the provisions of the California Environmental Quality Act have been satisfied.

[Evidence: In compliance with the requirements of CEQA, an Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of the CEQA. The public comment period closed on January 6, 2016. In compliance with Section 15074 of CEQA Guidelines [Consideration & Adoption of a Negative Declaration or Mitigated Negative Declaration], the mitigation measures outlined in the CEQA Checklist will be enforced by the County.]

2.) Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial environmental damage, or substantially and avoidably injure fish, wildlife, or their habitat.

[Evidence: The proposed project is located on already disturbed land, approximately 1,000 cubic yards of fill will be used to create a pad for the proposed building. Independence Creek and irrigation ditch are not within the proposed area. The project site is located on already disturbed land, free of vegetation and currently used to display farm and railroad equipment]

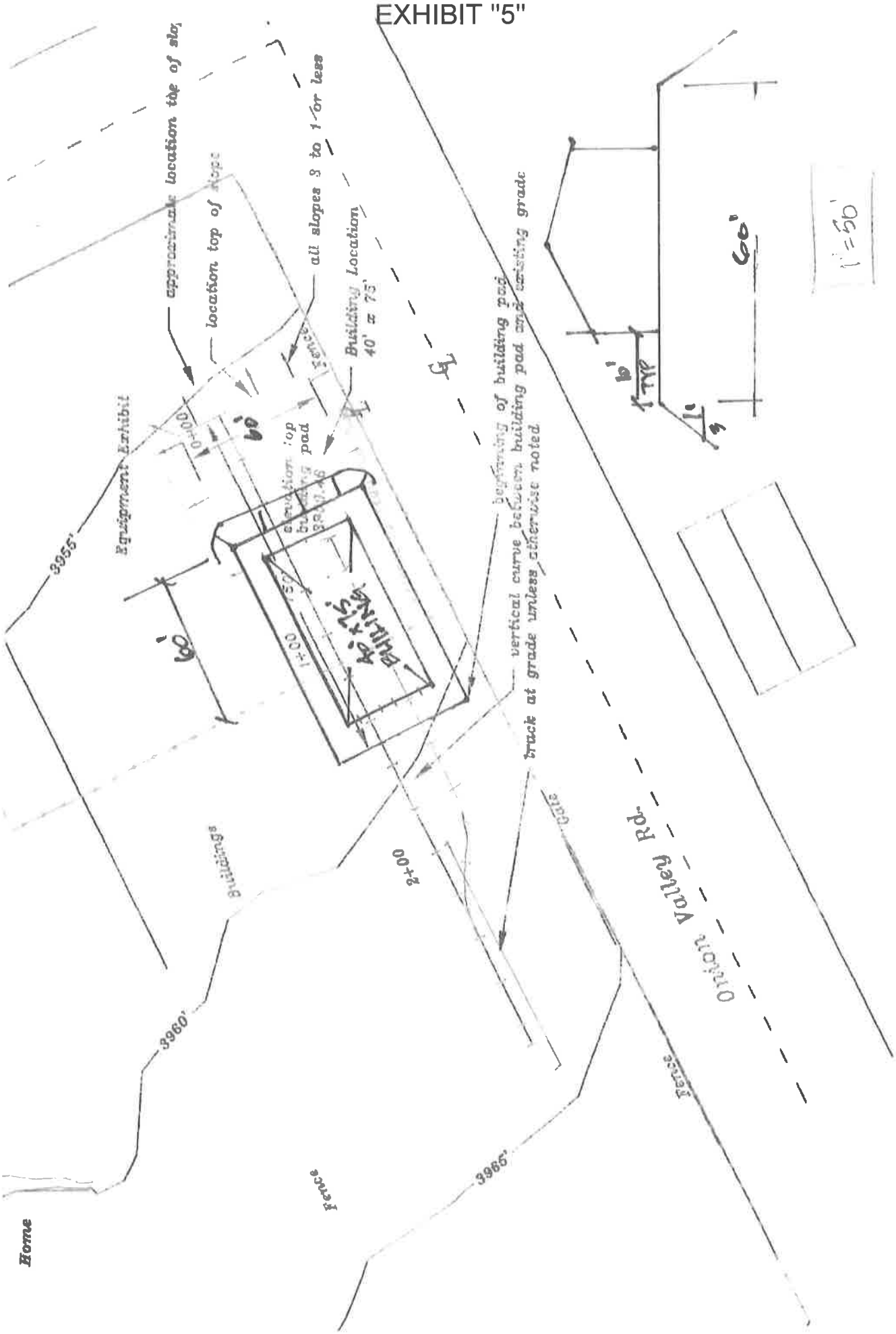
3.) Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to cultural or social resources.

[Evidence: The proposed project will relocate Engine 18 from Dehy Park to the Eastern California Museum. The current Engine site at Dehy Park will be replaced by a suitable train related exhibit of (boxcar or caboose) with appropriate directional signage to the new location of Engine 18. Less the significant impact is expected.]

ATTACHMENTS

1.) Site Plan
2.) Zoning Map
3.) General Plan Designation Map
4.) CEQA Checklist
5.) Comment Letters
6.) Draft Mitigation Monitoring and Reporting Program

EXHIBIT "5"



approximate location top of slo
location top of slope
all slopes 3 to 1 or less
Building Location
40' x 75'
Fence
Equipment Exhibit
0+00
60'
elevation top building pad
beginning of building pad
vertical curve between building pad and existing grade
track at grade unless otherwise noted
40' x 75' BUILDING
1+00
2+00
3955'
3960'
3965'
Buildings
Gate
Fence
Onion Valley Rd.
Home
60'
1'=50'

EXHIBIT "5"

Eastern California Museum Expansion
Independence
Amended GPA & ZR Area
E Inyo St
N Clay St
N Edwards St
W Wall St
W Main St
N Webster St
W Center St
E Market St
E Kearsarge St
W Market St
S Washington St
S Edwards St
E Payne St
E Pavilion St
W Kearsarge St
W Payne St
E Park St
S Clay St
W Pavilion St
Grant St
W Park St
Edwards St
W Citrus St
Citrus St
Mazourka Canyon Rd
Onion Valley Rd
US Hwy
0
375
750
1,500 Feet
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

EXHIBIT "5"

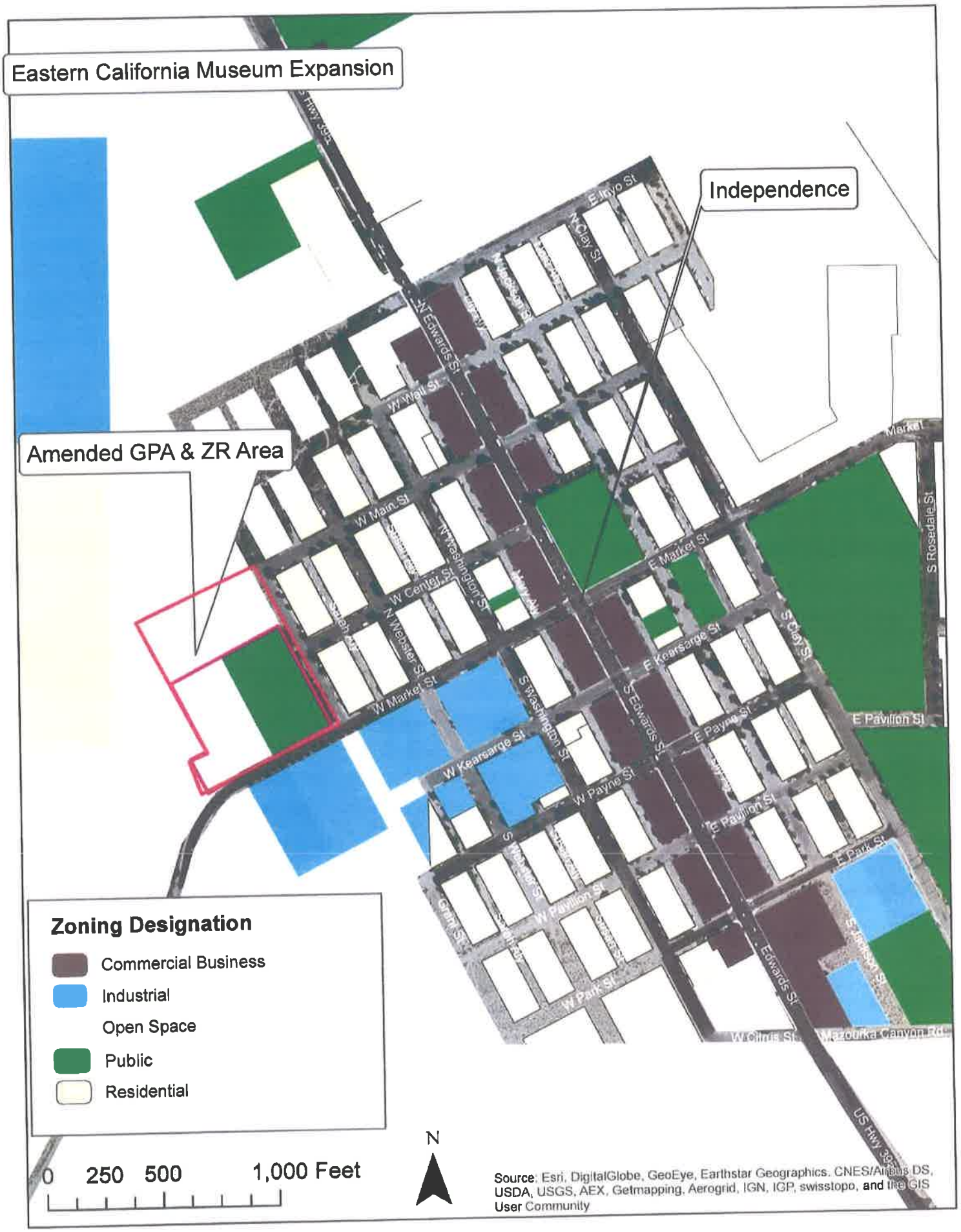

Eastern California Museum Expansion
Independence
Amended GPA & ZR Area
Zoning Designation
Commercial Business
Industrial
Open Space
Public
Residential
0 250 500 1,000 Feet
N
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
E Inyo St
N Clay St
N Edwards St
W Main St
W Center St
N Washington St
N Webster St
W Market St
E Market St
S Rosedale St
S Clay St
E Kearsarge St
E Payne St
E Pavilion St
W Kearsarge St
W Payne St
S Washington St
S Edwards St
W Pavilion St
E Park St
W Park St
Edwards St
W Elmis St
Mazourka Canyon Rd
US HWY 395

EXHIBIT "5"

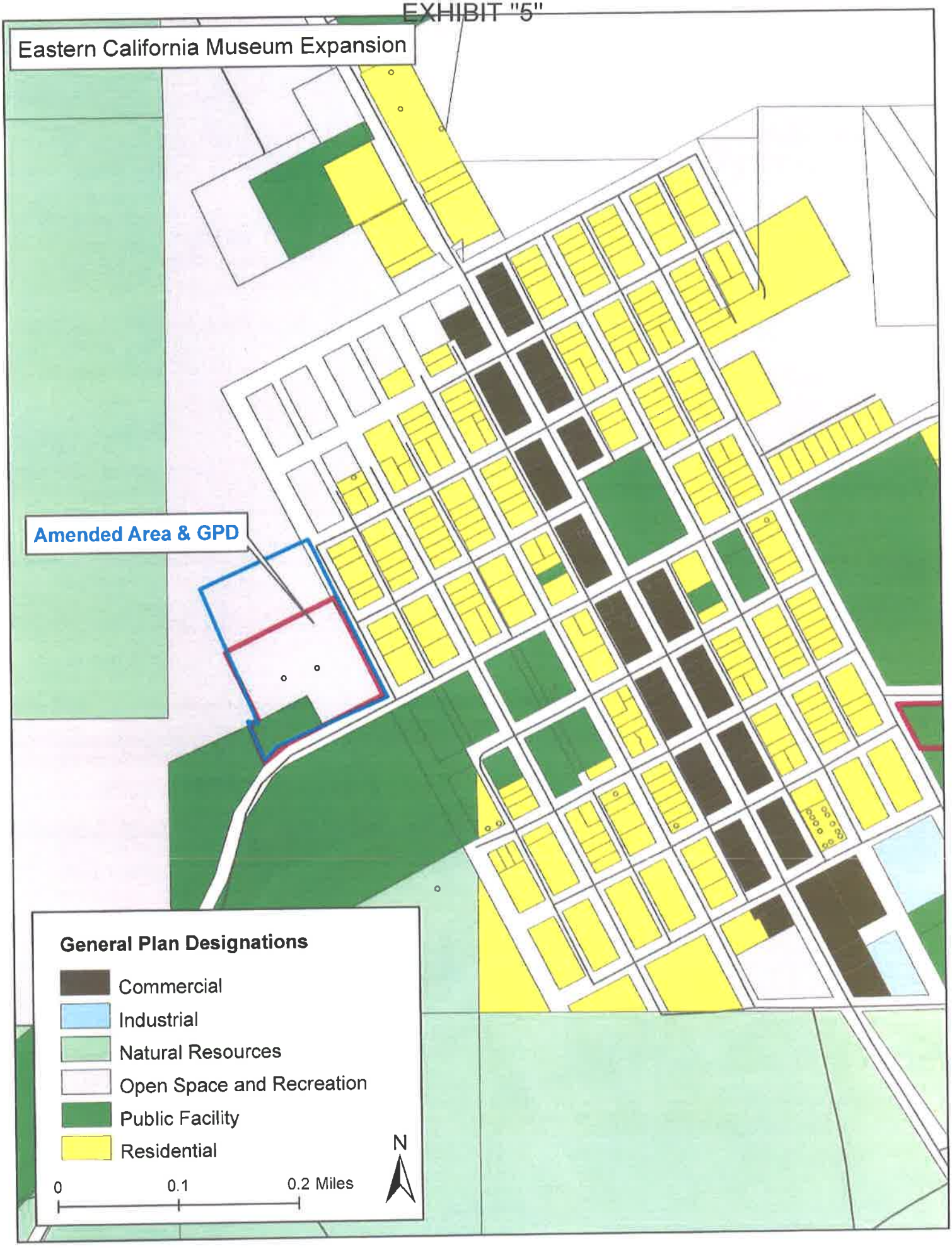

Eastern California Museum Expansion
Amended Area & GPD
General Plan Designations
Commercial
Industrial
Natural Resources
Open Space and Recreation
Public Facility
Residential
N
0
0.1
0.2 Miles

EXHIBIT "5"

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

COUNTY OF INYO

Clint Quilter
Public Works Director

INITIAL STUDY AND DRAFT MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

PROJECT TITLE: Eastern California Museum Expansion / General Plan Amendment No. 2015-02 and Zone Reclassification No. 2015-02

PROJECT LOCATION: The proposed Engine House will be located on the grounds of the Eastern California Museum on land leased from the Los Angeles Department of Water and Power by the County of Inyo. The structure will be constructed to the south of the existing parking lot and museum building on the south end of the parcel. The 9.40 acre lease is located at the corner of N. Grant and W. Market Street (Onion Valley Road) on the west side of the community of Independence.

Vicinity Map

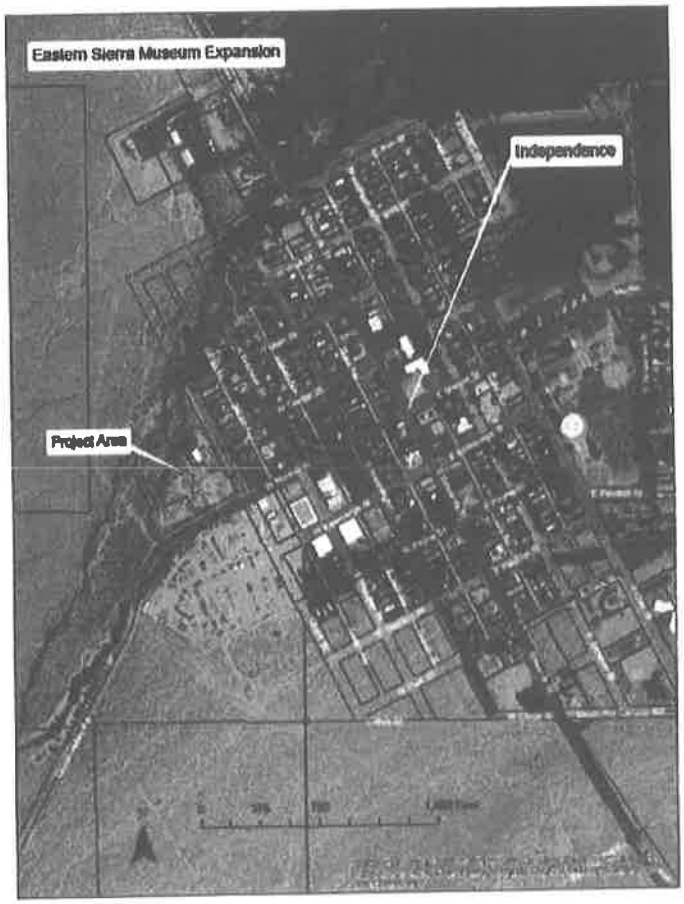


EXHIBIT "5"

PROJECT DESCRIPTION: The Proposed Engine House will be a 40'wide X 75' long structure. The structure will be used to store, maintain, display, and operate Engine 18 and other railroad artifacts. Approximately 130 lineal feet of usable track will be laid inside the Engine House with approximately 1,000-lineal feet of exterior track. Interior improvements may include: a concrete slab work bench and other equipment for maintenance and restoration work; bathroom facilities, break/meeting room; two track lines; and, electrical outlets/lighting, etc. Part of the new exterior tracks will be placed in areas with a General Plan designation of Open Space & Recreation (OSR) and a Zoning designation of Open Space (OS-40). The portion of the property the Eastern California Museum is located on that has the General Plan designation of OSR and Zoning of OS-40 will be rezoned to Public Facility (General Plan) and Public (Zoning) to better reflect the project uses within the designations.

FINDINGS: An Initial Study and Evaluation of Potential Impacts have been prepared by the Public Works Department (attached). The Initial Study, including an environmental checklist, indicates that the proposed project **would not** have a significant adverse impact on the environment for the following reasons:

A. The proposed project of an operational exhibit of the historic Engine #18 provides increased recreational, cultural resources and educational opportunities consistent with the goals and objectives of the Inyo County General Plan. The project is compatible with the goals and objectives of the Inyo County General Plan Land Use designation Public Service Facilities Designation (PF) if approved.

B. The proposed project is consistent with the provisions of the Inyo County Zoning Ordinance designation of Public District (P-District) if approved.

C. The proposed project is small and limited in operation. Potential adverse environmental impacts are not expected to exceed thresholds of significance, either individually or cumulatively.

D. Based upon the environmental evaluation of the proposed project, the Public Works Department finds that the project does not have the potential to create a significant adverse impact on flora or fauna; natural, scenic and historic resources; the local economy; public health, safety, and welfare. This constitutes a Mitigated Negative Finding for the Mandatory Findings required by Section 15065 of the CEQA Guidelines.

Mitigation will be built into the project in the following ways:

- Noise: Engine & whistle operations will be limiting use to maintenance, occasional holidays and weekends and only during daylight hours.
- Cultural Resources: The Historic Engine at Dehy Park will be replacement with a suitable railroad related exhibit, such as a boxcar or caboose and include related signage.

The review period (30 day review) for this Negative Declaration expires on **January 6, 2016.** Inyo County is not required to respond to any comments received after this date. Additional information is available from the Inyo County Public Works Department. Please contact Diane Fortney, at (760) 878-0263 or via email at dfortney@inyocounty.us if you have any questions regarding this project.

Clint Quilter
Public Works Director, Inyo County Public Works Department

12/2/15
Date

INYO COUNTY

CEQA APPENDIX G: INITIAL STUDY & ENVIRONMENTAL CHECKLIST FORM

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, than the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

a) Earlier Analysis Used. Identify and state where they are available for review.

b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside

document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:
a) the significance criteria or threshold, if any, used to evaluate each question; and
b) the mitigation measure identified, if any, to reduce the impact to less than significance issues.

EXHIBIT "5"

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

COUNTY OF INYO

Clint Quilter
Public Works Director

Inyo County

APPENDIX G: DRAFT CEQA INITIAL STUDY & ENVIRONMENTAL CHECKLIST FORM

1. **Project title:** Inyo County-Eastern California Museum Expansion/Zone Reclassification 2015-02/ General Plan Amendment 2015-02

2. **Lead agency name and address:** Inyo County, P.O. Drawer Q, Independence, CA 93526.

3. **Contact person and phone number:** Diane Fortney, (760) 878-0263

4. **Project location:** The proposed Engine House will be located on the existing grounds of the Eastern California Museum at 155 N. Grant Street on land leased from the Los Angeles Department of Water and Power. The County of Inyo Museum site consists of 9.40 acres of land on the northwest corner of N. Market Street (Onion Valley Road) and N. Grant Street in the town of Independence. There is open space to the north and west with residential to the east. Zoning to the south includes open space and M-1: General Industrial and Extractive.

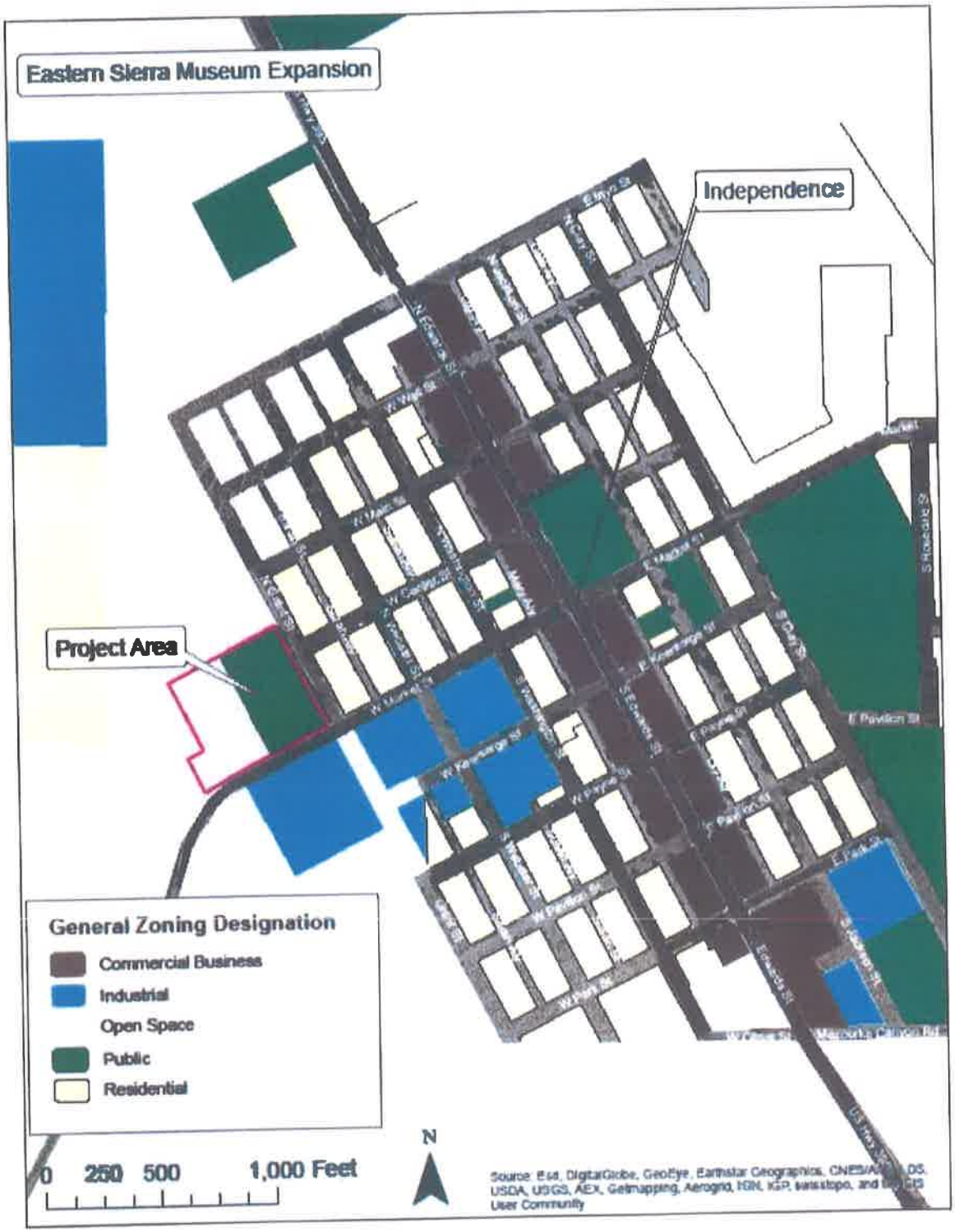
5. **Project sponsor's name and address:** Inyo County

6. **General Plan designation:** Public Facilities (PF) & Open Space and Recreation (OSR); The proposed 3,000-square foot Engine House and Operational Exhibit project will be located within the existing Eastern California Museum grounds. The site is currently utilized as a museum and display area and will continue to do so. In order to better reflect on-site uses of an Engine House and Operational Exhibit, the OSR designation is proposed to be re-designated to PF. This will provided uniform designation across the project area.

7. **Zoning:** Public (P) & Open Space – 40 acre minimum (OS-40).See aerial photograph zoning map on next page. The proposed 3,000-square foot Engine House and Operational Exhibit project will be located within the existing Eastern California Museum grounds. In order to better reflect on-site uses, it is proposed to rezone those portions currently zoned OS-40 to P. This will provide uniform zoning across the project area. Areas to the northeast are zoned RMH – 5,800 and is an established neighborhood of single family residences. To the north, west and southwest is Open Space – 40 acre minimum parcel size (OS-40). To the south and southeast M-1 General Industrial and extraction, current site is utilized as a Service Shop and Equipment Storage by the Los Angeles Department of Water and Power.

EXHIBIT "5"

General Zoning Map:



8. **Description of project** (*Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary):* The project involves construction of a proposed 3,000-square foot metal building that will serve to store, maintain, display, engine #18 (as an operational exhibit) and other railroad artifacts on the Eastern California Museum site. Approximately 1,000 cubic yards of fill will be used to create a pad for the proposed building. Interior improvements may include: a concrete slab, work bench and other equipment for maintenance and restoration work, bathroom facilities, break/meeting room, two track lines, electrical outlets/lighting, etc. Approximately 130-lineal feet of track will be laid in the structure and approximately 1,000-lineal feet outside. The proposed functional main tract will run northeast to southwest splitting into two spurs prior to entering the structure. An additional spur will head North/northeast towards the existing museum building.

9. **Surrounding land uses and setting:** (*Briefly describe the project's surroundings*): The proposed project site is on the westerly edge of the community of Independence on the west side of N. Grant Street and north of West Market Street (Onion Valley Road). The proposed Engine House and track will be located south of the existing Museum and Parking Lot on a disturbed area used as an outdoor equipment display. There is open desert to north and west and a County campground approximately 236-yards to the southwest. Independence Creek runs to the North and west. An irrigation ditch crosses the existing leased land from the southeast corner to the approximately 65-yards from the northwest corner. To the northeast, across N. Grant Street, there are residential lots zoned RMH – 5,800. This is an established neighborhood of single family residences. The Los Angeles Department of Water and Power has a service shop and storage area, of approximately 12-acres that is industrial zoned, disturbed, land, directly to the southeast, across West Market Street (Onion Valley Road).

10. **Other public agencies whose approval is required** (*e.g., permits, financing approval, or participation agreement*): Independence Fire Protection District; Los Angeles Department of Water and Power; Great Basin Unified Air Pollution Control District (GBUAPCD); others, if necessary.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impacts that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. Check boxes that apply.

☐ Aesthetics Resources	☐ Agriculture and Forestry	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Haz. Materials	☐ Hydrology/Water Quality
☐ Land Use/Planning	☐ Mineral Resources	☐ Noise
☐ Population/Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities/Service Systems	☐ Mandatory Findings of Sig.

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

EXHIBIT "5"

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

12/2/15
Date

Clint Quilter
Public Works Director
Inyo County Public Works Department

INYO COUNTY
ENVIRONMENTAL CHECKLIST FORM

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Discussion: *The Museum is located on 9.40 acres of land leased from the Los Angeles Department of Water and Power on the west side of Independence. The project site is located along the south edge of the leased parcel parallel to West Market Street (Onion Valley Rd) on disturbed land currently used for an outdoor display of farming and other historic equipment. The scenic vista from the existing residence located directly northeast of the proposed project will be less than significantly impacted due to the angle of view and sharp inclines of the mountains. The project site is not noticeable from a scenic highway and will not substantially affect day or nighttime views in the area. New lighting will be minimal and consistent with other nearby lighting sources (such as the existing museum). No materials that would create substantial sources of glare are anticipated to be utilized. Potential impacts will be less than significant.*

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	☐	☐	☐	☒

Discussion: *No Farmland or Williamson Act Contracts exist in the County. The project site location is on an area that has been disturbed and is free of vegetation. No forest land or timberland exists on the site. The property is already utilized to display historic farm, railroad and mining equipment. The project is not expected to result in conversion of nearby agricultural lands. No impacts to agricultural resources are anticipated. The County leased parcel currently operates as a museum.*

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
applicable air quality plan?				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

Discussion: *Construction and operation of the proposed project will result in emissions of criteria pollutants. Due to the relatively small size of the project, these emissions will be limited. Particulate emissions from the Owens Lakebed result in exceedances of State and federal air quality regulations regionally for PM10, a component of dust. The project's contribution to these PM10 emissions will be negligible, and therefore less than significant. The project will not interfere with implementation of any applicable air quality management plan. Emissions from construction will be controlled per applicable Code requirements, including from GBUAPCD and the County if necessary.*

During construction, slight elevations in pollutant concentrations from construction equipment may occur, thus potentially exposing sensitive receptors in the area to elevated pollutant levels. However, these emissions will be temporary and limited due to the small size of the project, and similar to other sporadic construction activities in the nearby area. Potential impacts are considered less than significant.

The project has the potential to create some odors and slight elevations in pollutant concentrations from the occasional restoration process, maintenance and operation of the exhibit. The properties to the south and southeast are used for the Los Angeles Department of Water and Power Equipment Maintenance Shop and Storage Yard. Potential odors from this project are common to those currently found in the surrounding area, and less than significant impacts will result. The project includes limited operation of the Baldwin 4-6-0 steam locomotive (slim princess). This steam locomotive was built in 1911. Based on 40 CPR 1033.5 this locomotive is exempt from federal locomotive emission standards and is exempt-from the definition of "locomotive" in 40 CFR 1033.901.

IV. BIOLOGICAL RESOURCES: Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling,	☐	☐	☐	☒

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
hydrological interruption, or other means?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion: *The project site is disturbed by current activities. The project site is currently used as museum and outdoor exhibit display area. The site area is clear of vegetation. Construction of the Engine House and operational exhibit of Engine #18, at this location, is not expected to have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service (USFWS) or have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFG or USFWS. No federally protected wetlands are expected to be filled, no wildlife movement, corridors, or wildlife nursery corridors are expected to be affected. No local policies or ordinances or Habitat or Natural Community Conservation plans apply to the site.*

V. CULTURAL RESOURCES: Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Discussion: *The project will relocate the County of Inyo owned Engine #18 from Dehy Park to the Eastern California Museum in the community of Independence for use as an operational display. The relocation will allow for continued restoration and exhibition within a secure structure. The Engine site at Dehy Park will be mitigated to require the replacement of a suitable railroad related exhibit, such as a boxcar or caboose and include related signage. Dehy Park has established walking trails that connect and direct visitors to the museum. The project site is disturbed, and not known to accommodate archaeological or paleontological resources. The site on which the Engine House is to be constructed will be created by the use of approximately 1,000- cubic yards of fill. In the unlikely event that unknown archaeological resources and/or human remains are disturbed during construction, compliance with CEQA Guidelines Section 15064.5 and standard County policies will work to preclude potentially significant impacts. Less than significant impacts are anticipated.*

VI. GEOLOGY AND SOILS: Would the project:
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

***Discussion**: The project area is not located within an Alquist-Priolo Earthquake Fault Zone. Ground shaking may occur anywhere in the region, due to numerous earthquake faults, regardless of whether the project site is within an identified Alquist-Priolo zone or not. However, the Uniform Building Code ensures that future structures shall be constructed to required seismic standards (Level IV) in order to withstand such shaking, and so this potential impact is considered less than significant. The project area is not within an area of soils known to be subject to liquefaction. The project site is gently sloping, and nearby lands are relatively level, such that landslides are not anticipated. Development on the project site is required to conform to all drainage, grading, and "Best Management Practice (BMP) requirements as set forth by the Inyo County Public Works Department, County of Inyo Environmental Health Services Department, and other associated regulatory agencies. As a result of this regulation, potential impacts are considered less than significant. The project is not located on a geologic unit or soil that is considered unstable or expansive. Fill of approximately 1,000 cubic yards will be used to provide a level building site. Construction-related erosion will be controlled per standard permit requirements and lease provisions. The construction of the project will not change the runoff on the project site. The project is within a sewer district. Less than significant impacts are anticipated.*

VII. GREENHOUSE GAS EMISSIONS:

Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Discussion: *Construction and operation of the project will result in greenhouse gas (GHG) emissions. However, these emissions will be limited due to the relatively small size of the project, and most likely would be generated absent the project. Occasional operation during engine restoration, maintenance and exhibition will be minor due to the small scope and size of the project. The project is mitigated to operate Holidays and Weekends on a limited basis. Due to limited operations impact will be less than significant. Existing County of Inyo roads provide access to the location. The proposed project will generate some motorized vehicle trips by visitors, but are not anticipated to exceed trips beyond what occurs now. The site currently operates as a museum. No conflict with any plan, policy, or regulation for reducing GHG emissions is identified. Less than significant impacts are anticipated.*

VIII. HAZARDS AND HAZARDOUS MATERIALS:
Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

***Discussion**: Although the project does include the maintenance and minimal operation of a Steam Locomotive, any storage of fluids and equipment for this maintenance/operation, will require the applicant to obtain permits from the County Environmental Health Department regarding the storage and disposal of hazardous materials used in these operations. Impacts regarding hazards and hazardous materials will be less than significant. The site is not located within a quarter-mile of a school or proposed school. The site is not known to be on any list compiled pursuant to Government Code Section 65962.5. A small Public Airport is located within .5 miles of the project site and has a weight bearing capacity of: Single Wheel, 20.0. Less than significant impacts are anticipated. The project will not interfere with any emergency response or evacuation plan. The site is adjacent to wildlands, but the building will be situated away from these wildlands and will incorporate modern fire resistant design. Less than significant impacts are acticipated.*

IX. HYDROLOGY AND WATER QUALITY: Would the project:

a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☒	☐
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

Discussion: *The site is located within a sewer and water district. The engine house will incorporate standard requirements per applicable codes to minimize polluted runoff and erosion, and accommodate storm water flows. Increased runoff from new impermeable on-site facilities will be conveyed via approved facilities and dispersed appropriately, such as through spreading fields and/or clarifiers, or other approved methods. The project is relatively small, thus minimizing the potential for erosion, siltation, and/or flooding during construction and operation. No substantial changes to drainage pattern of the site are anticipated, and no changes to any stream or river will result. The museum lease is partially located within a designated flood zone per the FEMA 2011 map, the location of the proposed structure on the lease is not within the designated flood zone area and is not known to be subject to substantial flooding. Portions of the track are within the flood zone. No levees or dams are located upstream, and site is not subject to seiche, tsunami, or mudflow. Less than significant impacts are anticipated.*

X. LAND USE AND PLANNING: Would the project:

a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion: *The project will not divide any community, and will accommodate greater community benefit. The engine house and a portion of the exterior track project site are zoned Public (P) with a General Plan Land Use Designation of Public Facilities (PF), which allows for public and quasi-public purposes. A portion of the exterior track is zone Open Space (OS-40) which allows for Public and quasi-public buildings and uses of recreational, religious, cultural or public service nature, under a conditional use permit; and a General Plan Land Use Designation of Open Space Recreation (OSR) and Public, Quasi-Public and Supporting uses; which allows for cultural institutions and/or activities, parks and recreation facilities. The site is currently utilized as a museum and display area and will continue to do so. In order to better reflect on-site uses, it is proposed to rezone those portions currently zoned OS-40 to P and re-designate the General Plan to PF. No Habitat or Natural Community Conservation plans apply to the site.*

XI. MINERAL RESOURCES: Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

Discussion: *No significant mineral resources are known to be accommodated on the site. No impact is expected.*

XII. NOISE: Would the project result in the:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Exposure of persons to or generation of excessive	☐	☐	☒	☐

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
groundborne vibration or groundborne noise levels?				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion: *The project will result in temporary increases in noise from construction and from the use of the operational exhibit. Construction activities are expected to be short in duration and magnitude due to the relatively small size of the project, and are not expected to substantially interfere with nearby uses. Construction noise from mechanical equipment will be minimized through compliance with standard building and specification requirements. Long-term noise will result from engine operation and increased activity at the site, this type of noise is consistent with the neighboring uses and expected to be relatively minor due to the small scope of the project. The closest receptor is a residential unit located approximately 235- feet northwest of the exhibit. Decibel readings for this type of Engine at 235 feet are as follows: idling 52.9-54.7dBA, in motion 57.1-60.3dBA, whistle average 80-82dBA. Engine & whistle operations will be mitigated to minimal by limiting use to maintenance, occasional holidays and weekends and only during daylight hours. Interior noise levels will be controlled through compliance with standard building requirements. Vibration and groundborne noise is expected during construction, use and maintenance of the exhibit. The long term increase is expected to be relatively minor due to minimal use, small project scope, slow speed and shortness of track. This type of vibration and groundborne noise is consistent with the neighboring uses. A small Public Airport is located within .5 miles of the project site and has a weight bearing capacity of: Single Wheel, 20.0. Less than significant impacts are anticipated.*

XIII. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion*: This project will not displace existing housing or people. No population growth will be induced. No impact is expected.*

XIV. PUBLIC SERVICES: Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☒	☐

***Discussion**: The project will complement the activities already occurring at the facility. It is consistent with other activities in the area. Potential impacts from construction and operation of the exhibit are evaluated herein. Increased demand for fire and police protection will be minimal, and can be accommodated by existing facilities and staff. The project is inside of the Independence Fire Protection District service boundaries. The project will not increase the demand for schools or parks, and will provide educational and recreation use for area residents and visitors. It is also expected to increase the use and attract additional visitors to the museum. This increase can be accommodated by existing facilities and staff in partnership with the Carson & Colorado Railroad all volunteer 501(c)3 non-profit group. Impacts are expected to be less than significant.*

XV. RECREATION: Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

***Discussion**: The project is a structure to provide protection of the Engine while on exhibit. It is also expected to increase the use and attract additional visitors to the museum. This increase can be accommodated by existing facilities and staff in partnership with the Carson & Colorado Railroad all volunteer 501(c)3 non-profit group. The project will displace Engine #18 from Dehy Park, where it was placed in June of 1955, to the Eastern California Museum located approximately 1,992 -feet to the southwest. The Engine site at Dehy Park will be replaced by a suitable railroad related exhibit, such as a boxcar or caboose and include related signage per a Memorandum of Understanding between the County of Inyo and Carson and Colorado Railroad. Dehy Park has established walking trails that connect and direct visitors to the museum. Impacts are expected to be less than significant.*

XVI. TRANSPORTATION/TRAFFIC -- Would the project:				
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	☐	☐	☒	☐
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒

EXHIBIT "5"

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Result in inadequate parking capacity?	☐	☐	☐	☒
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	☒

Discussion: *The project will continue to direct traffic to the site from Highway 385 and N. Market Street (Onion Valley Road). Vehicles will be directed to the existing parking areas. Increased visitation may result in additional "on street" parking for larger vehicles. This is consistent with current parking conditions. Outside of the project site parking is allowed along County Roads. The site is located at the northwest corner of N. Market Street (Onion Valley Road) and N. Grant Street. The site currently operates as a museum and outdoor display area. Existing County roads provide access to the location. No changes to air traffic patterns will result, and no direct changes to transportation design features are anticipated. The upgraded and expanded use is consistent with the current use, and is not expected to interfere with nearby uses with regard to transportation. Emergency access is adequate, and no conflict with alternative transportation is expected. Less than significant impacts are anticipated.*

XVII. UTILITIES AND SERVICE SYSTEMS -- Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒	☐
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

Discussion: *The proposed project may create an increase in visitors to the museum. It is not expected to substantially increase demand for utilities and service systems. The project site has existing public restrooms serviced by local water and sewer districts. Existing solid waste services are adequate for the expanded use. Less than significant impacts are anticipated.*

XVII. MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Discussion: *The proposed project includes: engine house (approximately 3,000 -square foot), engine 18 relocation, exhibit operation and track. The building and track will be located on an already disturbed area of 9.40 acres. The project does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. This project is to preserve history with the protection and display of Engine #18. The engine was originally completed in December of 1911 and retired from service in October of 1954.The engine was donated to Inyo County in May of 1955 for display by Southern Pacific. The project does not have impacts that are cumulatively considerable and will not cause substantial adverse effects on human beings.*

References

Inyo County General Plan Update and Background Report. 2002. Prepared by Jones and Stokes for Inyo County.

Inyo County Zoning Ordinance.

Preliminary Project Plans prepared by Public Works Department staff.

County Restoration Assessment 2009. Carson & Colorado Railway. Report prepared by Randy Babcock. Assessment performed by Bill Palmer, Randy Babcock and Mike Arciniega with assistance from Dave Mull, Betty Mull, Rich Cromer and Lyn Cromer of the Carson and Colorado Railway Society.

EXHIBIT "5"

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

Lease OVRL-4639 between the Department of Water and Power of the City of Los Angeles and the County of Inyo.

Memorandum of Understanding (MOU) between County of Inyo and Carson and Colorado Railroad MOU term: 2014 to 2020. Dated: July 17, 2014

Harold Holmes, Manager, ARB/TTD/EAB – Rail Strategies Section, State of California

Jan Sudomier, Great Basin Unified Air Pollution Control District

Randy Babcock, Carson & Colorado Railroad

EXHIBIT "5"

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit

Edmund G. Brown Jr.
Governor

Ken Alex
Director

January 5, 2016

Diane Forney
Inyo County
P.O. Box L
Independence, CA 93526

Subject: Inyo County Eastern California Museum
SCH#: 2015121014

Dear Diane Forney:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on January 4, 2016, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan
Director, State Clearinghouse

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

EXHIBIT "5"

Fort Independence Indian Reservation

P.O. Box 67 . Independence, CA 93526 . (760) 878-5160 . Fax (760) 878-2311

January 25, 2016

Inyo County Public Works Department
Diane Fortney
P.O. Drawer Q, Independence, CA 93526

RE: Inyo County-Eastern California Museum Expansion/Zone Reclassification 2015-02/General Plan Amendment 2015-02

Dear Diane,

We received your letter and documents on December 14, 2015 regarding the expansion at the museum.

We are looking forward to this exciting project for the town of Independence.

Should you need to contact the Tribe regarding anything, please contact Stephanie Arman, Tribal Historic Preservation Officer at 760-937-3139, or thpo@fortindependence.com.

Sincerely,

Norm Wilder
Chairman

RECEIVED
FEB - 9 2016
INYO COUNTY
PUBLIC WORKS

RECEIVED
JAN 2016

EXHIBIT "5"

Diane Fortney

From: Christian, Carrie <cchristian@dusd.net>
Sent: Tuesday, January 05, 2016 7:42 AM
To: InyoPlanning
Cc: Mark Tillemans
Subject: Comment/Response to "Initial Study and Draft Mitigated Negative Declaration of Environmental Impact" for the Eastern California Museum Expansion

To Whom This May Concern,

I am a very concerned resident who will be affected by this project. I recently purchased the property that is located at 345 W. Market St., across the street from the museum. My property is mentioned on page 17, in the discussion portion regarding item XII. NOISE, as well as the discussion portion on page 9 regarding item I. AESTHETICS. I, Carrie-Anne Christian, own this residential unit that is approximately 235 - feet northwest of the exhibit. I am deeply concerned about both items XII. NOISE and I. AESTHETICS. I would like to address my concerns.

Regarding item I. AESTHETICS, I am very concerned about the placement of the Proposed Engine House. The Project Description on page 2 states that "The Proposed Engine House will be a 40' wide X 75' long structure. I spoke with Museum Services Administrator Jon Klusmire regarding the proposed structure and was told that it would be approximately 20 feet in height. I understand that the land will also need to be elevated, in some areas closer to the northeast of the site and toward my home, to ensure that the train will be able to operate on the track once it is laid. Although page 9, in the discussion portion regarding I. Aesthetics, states that "the scenic vista from the existing residence located directly northwest of the proposed project will be less than significantly impacted due to the angle of view and sharp inclines of the mountains. I feel that there will be a "Potentially Significant Impact" on the scenic vista currently visible from every single window and the porch of my property (facing Grant St). One of the main reasons I purchased this property was the beauty of the scenic vista visible from my windows and my porch on Grant St. The placement of a structure 20 feet in height so close to my property will negatively impact my current scenic vista, the property value of my home, and future resale value. I am also concerned that the materials used to construct the Engine House may create a glare against the windows of my residence and possibly cause a rise in temperature to the outside and inside of my home. This may also impact my current quality of living, the property value of my home, and future resale value.

Regarding item XII. NOISE, I am very concerned about the long-term noise that will result from engine operation and increased activity at the site. As stated in the discussion section under XII. NOISE, "The closest receptor is a residential unit located approximately 235-feet northwest of the exhibit." The discussion goes on to state that "Vibration and groundborne noise is expected during construction, use and maintenance of the exhibit." One of the main reasons I purchased this property was for the peaceful serenity of the surrounding area. The noise and vibration generated from the placement and operation of the train so close to my property will negatively impact my current quality of living, the property value of my home, and future resale value.

I would like to be present at the January 27th meeting to discuss these concerns. My contact number is (562) 328-3715. You can also reach me by email at cchristian@dusd.net

Carrie-Anne Christian
1st Grade Teacher C3
Alameda Elementary

Mitigation Monitoring and Reporting Program

Eastern California Museum Expansion / General Plan Amendment No. 2015-02 and Zone Reclassification No. 2015-02

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
			Action	Date Completed/Noted
Noise: Engine & whistle operations will be limiting use to maintenance, occasional holidays and weekends and only during daylight hours.	Ongoing upon operation	Inyo County Eastern California Museum		
Cultural Resources: The Historic Engine at Dehy Park will be replacement with a suitable railroad related exhibit, such as a boxcar or caboose and include related signage.	After moving the engine	Inyo County Public Works Department		

EXHIBIT "5"