

# 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 28, 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 LEGAL COUNSEL – ANTICIPATED LITIGATION.** Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code Section 54956.9. (one case)
5. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee 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**

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
9. **INTRODUCTIONS** – The following employees will be introduced to the Board: Clancy Batchelder, Office Tech II, Sheriff's Office; Brent Calloway, Field Program Manager, Agricultural Commissioner; Connie Connolly, RN, HHS, and Margaret Peterson, HHS Specialist IV; Shane Dunnaway, Airport Tech, Public Works; Kami Eldridge, Office Clerk II, Clerk-Recorder's Office; Matthew Picken, CAD Tech, and Lindsey Stine, Office Technician, Assessor's Office.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

**ADMINISTRATION**

10. **Purchasing** – Authorize purchase orders that exceed \$10,000 to be issued to Office Depot through the TCPN Cooperative Purchasing Network for office supplies and consumable computer/printer supplies for the 2016-17 Fiscal Year from the Purchasing Revolving Budget in an amount not to exceed \$100,000.

**CLERK-RECORDER**

11. Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Presidential Primary Election held June 7, 2016 and declare elected those officials under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

**ENVIRONMENTAL HEALTH**

12. **Hazardous Materials Program** – Request Board authorize the purchase of a new Toyota Rav 4 AWD hybrid vehicle from Perry Motors in Bishop in the amount of \$29,644.03, contingent on the Board's adoption of the Fiscal Year 2016-17 budget and authorize the Assistant County Administrator to sign all purchase documents.

**HEALTH AND HUMAN SERVICES**

13. Request Board approve Amendment A01 to the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Women, Infants, and Children (WIC) contract, increasing the annual amount payable in years 2 through 4 from \$364,486 to \$371,774, for a total amount not to exceed \$1,479,808 for the period of October 1, 2015 through September 30, 2019, contingent upon Board's approval of future budgets, and authorize HHS Director Jean Turner to sign Standard Agreement No. 15-10070, Amendment A01, and transmit a copy of the signed document to the Clerk of the Board for the Board's files.
14. **Eastern Sierra Area Agency on Aging** – Request Board approve the contract with California Indian Legal Services (CILS) for the provision of legal services to older adults eligible for services through ESAAA, in an amount not to exceed \$80,000 for the period of July 1, 2016 through June 30, 2020, contingent upon the appropriate signatures being obtained and the adoption of future budgets.
15. **First 5 Inyo County** – Request the Board appoint Robyn Wisdom to the Inyo County Children and Families Commission (First 5 Inyo County), to represent the Early Childhood Educator services category, completing the two-year term ending Dec. 5, 2017.
16. **Public Health** – Request Board ratify Amendment A01 to Standard Agreement Number 15-10479 between the County of Inyo and California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS, increasing the total amount not to exceed from \$4,000 to \$8,000, for the period of July 1, 2015 through June 30, 2017 and authorize HHS Director Jean Turner to sign the Standard Agreement and the Contractor Certification Clauses and transmit a copy of the signed documents to the Clerk of the Board for the Board's files.
17. **Public Health** – Request Board approve Amendment #2 to the agreement between the County of Inyo and Dwayne's Friendly Pharmacy for the provision of pharmaceutical services to extend the term for the contract to September 30, 2016, in an amount not to exceed \$130,000 per year, and not to exceed a total amount of \$820,000 for the term of July 1, 2010 to September 30, 2016, contingent upon the Board's adoption of the Fiscal Year 2016-17 budget, and authorize the Chairperson to sign.

18. **Public Health** – Request Board approve the Memorandum of Understanding between the County of Inyo and Sierra HOPE for the purpose of assisting Inyo County HIV positive clients in accessing short-term financial assistance through Housing Opportunities for People with AIDS (HOPWA), for rent, mortgage, and essential utilities, for the period of July 1, 2016 through June 30, 2019 and authorize the Chairperson to sign the MOU and HIPAA Business Associate Agreement.
19. **Social Services** – Request Board approve the contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed \$150,000 for the period of July 1, 2016 through June 30, 2017, contingent upon the Board's adoption of Fiscal Year 2016-17 budget, and authorize the Chairperson to sign.
20. **Social Services** – Request Board approve Amendment 3 to the contract with Life Remedies and Celebrations for an extension of In-Home Support Services (IHSS) Employer of Record services, for an additional amount of \$80,000, totaling a maximum of \$160,000 for two years, for a total contract amount not to exceed \$763,941; and extend the term of the contract from an ending date of June 30, 2016 to June 30, 2018, contingent upon the adoption of future budgets, with the possible termination during that time contingent upon the State's implementation of the restructuring of the IHSS program, and authorize the Chairperson to sign.

#### **PLANNING DEPARTMENT**

21. Request Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$26,500 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign; and direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2016-17 Budget.

#### **PUBLIC WORKS**

22. Request Board approve: A) AndersonPenna Partners, Inc. as a sole-source provider for the provision of Building Inspection and On-call Plancheck services; and B) Award the contract between the County of Inyo and AndersonPenna Partners, Inc. in an amount not to exceed \$130,000, for the period of June 28, 2016 through Dec. 31, 2016 contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
23. Request Board: A) Approve Amendment No. 1 to County of Inyo Standard Contract No. 116 between County and Blizzard Fire Protection of Mammoth Lakes, CA for fire extinguisher services, increasing the contract \$4,110.45 for a not to exceed amount of \$12,154.20; and B) Authorize the Chairperson to execute Amendment No. 1, contingent upon obtaining appropriate signatures and future budgets.
24. Request Board: A) Approve the plans and specifications for the Airfield Lighting and Visual Aids Improvements-Phase 1 Construction for the Lone Pine/Death Valley Airport, FAA AIP Project No. 03-06-0126-012-2016, Inyo County Project No. TR-16-023; B) Authorize the Public Works Director to advertise and bid the project; and C) Authorize the Public Works Director to sign forthcoming FAA Airport Improvement Project (AIP) Grant Agreement Airfield Lighting and Visual Aids Improvements-Phase 1 Construction for the Lone Pine/Death Valley Airport, FAA AIP Project No. 03-06-0126-012-2016, Inyo County Project No. TR-16-023.
25. Request Board: A) Award bid for Trona Wildrose Reconstruction and Rehabilitation Project to Bowman Asphalt Inc. of Bakersfield in the amount of \$1,728,120; B) Approve and award the construction contract for the project to Bowman Asphalt Inc. of Bakersfield in the amount of \$1,728,120; C) Authorize the Chairperson to execute the Project contract contingent upon obtaining appropriate signatures and the adoption of the Fiscal Year 2016-17 budget; 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.
26. Request Board approve a one-time change to the Road Department temporary workers schedule for FY 16/17 from January 1 through June 30, to July 7 through December 28.

## SHERIFF'S DEPARTMENT

27. Request the Board: A) Approve the Amendment #1 between the County of Inyo and Western Summit Enterprises, Inc. dba Mountain Investments for repeater site space at Ibex Pass, extending the term for five years, beginning August 1, 2016 through July 31, 2021, at the rate of \$629.13 per month, with 4% yearly increases; and B) authorize the Chairperson to sign the amendment, contingent upon approval of the 2016-17 and future budgets.

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

28. **BOARD OF SUPERVISORS** – Request Board appoint a voting delegate and alternate for the upcoming 81<sup>st</sup> Annual NACO Conference, being held July 22-25 in Long Beach.
29. **ADMINISTRATION – Inyo Film Commissioner** – Request Board receive Film Commissioner's year-end verbal report.
30. **ADMINISTRATION – Inyo Film Commissioner** – Request Board approve Amendment #3 to the contract for Film Commissioner Services between Chris Langley and the County of Inyo, extending the contract term for 24 months, through June 30, 2018, for an additional amount of \$78,000, for a total contract amount not to exceed \$200,525, contingent upon approval of future County budgets, and authorize the Chairperson to sign the contract.
31. **AUDITOR-CONTROLLER** – Request Board receive a presentation from the Auditor-Controller of the fiscal year ending June 30, 2015 County Financial Statement to the Board of Supervisors.
32. **AUDITOR-CONTROLLER/COUNTY ADMINISTRATOR** – Request Board: 1) Amend the Fiscal Year 2015-16 Budget as follows: a) increase estimated revenue in Sales Tax (Object Code #4062) in Auditor-Controller-General Budget Unit 010400 by \$147,456; b) increase appropriations in the Operations Transfers Out (Object Code #5801) in the General Revenue & Expenditure Budget Unit 011900 by \$147,456; and c) increase estimated revenue in Operating Transfers In (Object Code #4998) by \$147,456 in the newly established Sales and Use Tax Contingency Budget Unit 001100 to the CAO-ACO Budget 010201 after the Board of Equitation provides the County of Inyo with its final correction to Fiscal Year 2015-16 misallocation of sales and use tax.
33. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request for authorization to hire one full-time HHS Specialist IV in the HHS Behavioral Health Division. Request the Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the Behavioral Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and C) approve the hiring of one full-time HHS Specialist IV at Range 60 (\$3,471-\$4,216).
34. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request for authorization to hire one full-time Office Clerk III in the HHS Behavioral Health Division. Request the Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the Behavioral Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and C) approve the hiring of one full-time Office Clerk III at Range 52 (\$2,880-\$3,500).
35. **HEALTH AND HUMAN SERVICES – Social Services** – Request to hire a HHS Specialist III. Request the Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of Social Services Specialist (HHS Specialist) III funding exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one HHS Specialist III at Range 57 (\$3,232-\$3,927).

36. **HEALTH AND HUMAN SERVICES – Social Services** – Request to hire a full-time HHS Specialist III at the Tecopa HHS office. Request the Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Health and Human Services Specialist (HHS Specialist) III funding exists in the Social Services, CBCAP, Mental Health, SUD, ICGOLD, and ESAAA budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one HHS Specialist III at Range 57 (\$3,232-\$3,927).
37. **PLANNING DEPARTMENT** – Request Board review the Final Environmental Impact Statement for the High Elevation Aquatic Ecosystem Restoration Plan for Sequoia and Kings national parks and provide direction to staff.
38. **PLANNING DEPARTMENT** – Request Board give Planning Commission approval to set up an advisory committee for the North Sierra Highway Corridor Plan/Specific Plan to help bring stakeholder and community input into the North Sierra Highway planning process.
39. **PUBLIC WORKS** – Request Board: A) Approve Southland Mechanical as a sole-source provider for the purchase and installation of two (2) MZ-Control boards; B) Ratify the purchase and installation services for two (2) MZ-Control boards in an amount not to exceed \$11,434.40; and C) Approve payment of sales tax to the State of California in the amount of \$175.87.
40. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
41. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
42. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
43. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Regular Meeting of June 7, 2016

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

- 1:30 p.m. 44. **PLANNING DEPARTMENT – Forest Plan Revision** – Request Board receive a Draft Forest Plan revision and Draft Environmental Impact Statement overview presentation from staff, and provide input.

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

45. **INYO MONO ADVOCATES FOR COMMUNITY ACTION (IMACA)** – Request Board authorize and ratify the County Administrator's signature on Attachment C to the organization's Grant Application for funding services and activities for homeless and at-risk of homelessness populations.

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

**PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**



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

For Clerk's Use Only:  
AGENDA NUMBER

10

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

**FROM:** Administration- Purchasing  
By Emma Bills, Assistant Purchasing Agent

**FOR THE BOARD MEETING OF: June 28, 2016**

**SUBJECT:** Purchase of Office Supplies for 2016/07 FY

**DEPARTMENTAL RECOMMENDATION:** Authorize purchase orders that exceed \$10,000.00 to be issued to Office Depot through the TCPN Cooperative Purchasing Network for office supplies and consumable computer/printer supplies for the 2016/17 FY from year from the Purchasing Revolving Budget in an amount not to exceed \$100,000.00

**SUMMARY DISCUSSION:**

TCPN is a government purchasing cooperative established in 1997, to help public entities increase efficiency and maximize buying power when purchasing goods and services. All contracts are publicly bid by large public entities, and counties may piggyback on these contracts. Substantial savings can be realized by participation in such a program and since the competitive bid process is done by a lead agency, the County meets bid requirements. In addition Office Depot offers the County a 1% rebate at the end of the year on all purchases.

The majority of items purchased will be used to stock the "Stores", which in turn are issued to County Departments as requisitioned, however, on items not normally stocked in "Stores", orders could be placed by individual departments.

**ALTERNATIVES:**

Your Board could choose not to approve continued participation in this program, and instruct Purchasing to request bids for the office supplies, but this alternative is not recommended.

**OTHER AGENCY INVOLVEMENT:**

County Departments are issued supplies from "Stores" in Purchasing, and are billed for these supplies.

**FINANCING:**

The Purchasing Revolving Budget will pay for the purchases for "Stores", and the individual departments will be billed for usage. Traditionally, all departments have budgeted these expenditures within their budget units. Any purchases made directly by a department, by purchase order, will be charged against that department's 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: <u>Yes</u> Date <u>6/17/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/20/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  N/A  Approved: _____ Date _____

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

 Date: 6-21-16



December 11, 2014

Mr. David Trudnowski  
Sr. Vice President Public Sector Strategy  
Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, Florida 33496

Re: Award of Contract# R141703

Dear Mr. Trudnowski:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on Tuesday, December 9, 2014, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as noted in your proposal, Office Depot, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-17) submitted on Wednesday, October 8, 2014:

<u>Commodity/Service</u>	<u>Contractor</u>
Office Supplies	Office Depot, Inc.

The contract is effective March 1, 2015 and will expire on February 28, 2018. As indicated above, your TCPN Contract # is R141703. This contract may be renewed annually for an additional two (2) years in one (1) year increments if mutually agreed by Region 4 ESC/TCPN and Office Depot, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a faint, larger version of the same signature.

Jason Wickel  
President

## About National IPA/TCPN

National IPA and TCPN Cooperative Purchasing save you time and money. Participating in the cooperative buying power of more than **42,000** entities allows you to pay less for products and reduce administrative costs, which helps you do more with less. So why are National IPA and TCPN so effective at creating more economical buying opportunities for you? Because we offer strength in numbers and years of government purchasing experience, you can have confidence in every contract.



Contracts are competitively solicited, evaluated and awarded by a government entity acting as the lead agency.

Contracts are awarded utilizing industry best practices, processes and procedures, ensuring maximum value and absolute security with complete transparency of the process.

Most experienced cooperative team in public procurement, cooperative purchasing and supply chain management.

Founding Member of National Coalition for Public Procurement.

Robust portfolio of quality contracts.

In these days of dwindling dollars, you want a partner who can help strengthen your buying position, reliably and consistently.

## What Differentiates National IPA/TCPN?

### Portfolio

National IPA has the most robust portfolio of quality contracts in the cooperative space! Our agreement portfolio has everything your organization needs to run efficiently and effectively.



### People

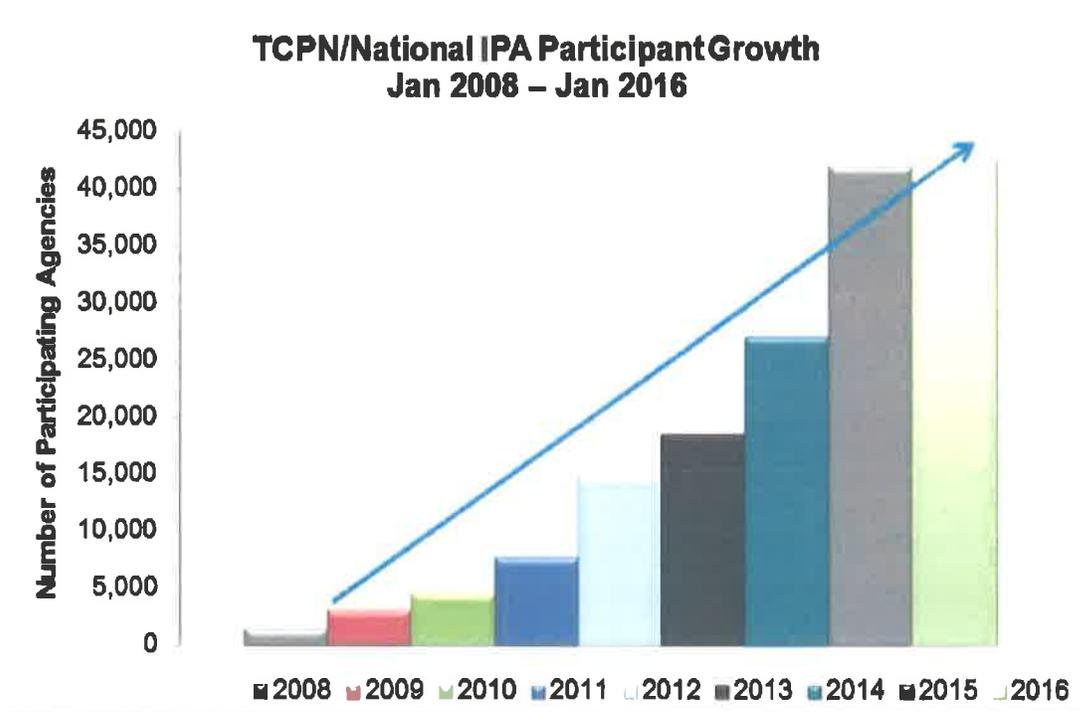
National IPA has the most experienced cooperative team in public procurement, cooperative purchasing and supply chain management. With **141** years of public procurement experience and **260** years of cooperative purchasing experience, you can trust that you are in good hands with our team!

### Process

Contracts are competitively solicited and publicly awarded by a government entity. They award utilizing the best processes and procedures ensuring maximum value and absolute security with complete transparency of the process. The Lead Agency Model is considered to be a best practice in the industry!

### Participation

Participating in the cooperative buying power of more than 42,000 entities allows you to pay less for products and reduce administrative costs, which helps you do more with less! We are the fastest growing in the market, resulting in the largest purchasing power to save you valuable time and resources!



#### Partners

Our partners are nationally-recognized, industry leading suppliers and manufacturers. You don't have to sacrifice great quality for a great price!

Some of our top-notch partners include:





### Principal Lead Agencies

Our lead agencies are considered to be the best in public procurement. They adhere to the highest standards of procurement so you can feel secure knowing that you are in full compliance of industry regulations!



### Award Winning Agencies



The following lead agencies are proud recipients of the 2015 Achievement of Excellence In Procurement (APE) Award:

- City of Fort Worth, TX
- City of Las Vegas, NV
- City of Rochester Hills, MI

**City of San Diego, CA**

**City of Tucson, AZ**

**Norfolk Public Schools - Norfolk, VA**

## Lead Agency Contracting Process



All agreements offered through National IPA/TCPN have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g. state, city, county, public university or school district). The contracting process is the foundation of National IPA/TCPN and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA/TCPN ensures that industry best practices, processes and procedures are applied.

## The Cooperative Contracting Process

1. The lead agency prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The lead agency issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The lead agency procurement teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

## The Lead Agencies

The lead agencies who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.



Office  
DEPOT



## Count on us for even more value.

We're pleased to announce our new and improved Office Supplies and School Supplies contracts with TCPN.

Proudly serving Public Sector for more than 25 years, Office Depot® understands your unique business needs. With this in mind, our newest contracts with TCPN give you access to an even greater selection of cost-effective products and services, including:

- Office supplies (a core list of 1,250 items)
- School supplies (a core list of 300 items)
- Janitorial supplies
- Furniture
- Technology
- Copy and Managed Print Services

There's no cost for your organization to participate. Plus, you can get your contract pricing at any of our Office Depot® retail locations by using your Store Purchasing Card or registered P-card.



**About TCPN - The Cooperative Purchasing Network (TCPN) is a government purchasing cooperative established in 1997, to help public entities increase efficiency and maximize buying power when purchasing goods and services. In addition, TCPN routinely monitors contracts through third-party audits, with regular reviews to ensure vendor accountability.**

For more information visit,  
[business.officedepot.com/TCPN](http://business.officedepot.com/TCPN)

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# The **Office DEPOT.** Suite of TCPN Contracts

	R141703 – Office Supplies
	R141605 – School Supplies
	R142212 – Furniture Solutions
	R5113 – Technology Solutions
	R5243 – Managed Print Services
	R5120 – Janitorial Supplies

## Copy & Print Services

- Copy & Print core list of 800+ services
  - Black & White copies = 2.2¢
  - Color copies = 21¢
- Education Solutions
- Custom Stationery Online
- Promotional materials & services



## Furniture Assortment

- Competitively bid – Awarded contract R142212
- In-Catalog assortment for quick delivery
- Special Order programs with 20+ respected national partners
- Global, National, HON & more



## Technology Solutions

- Competitively bid - Awarded contract R5113
- Authorized Chromebook™ & Chrome Services provider
- Additional services: Delivery & Removal, Repair & Protection, Data migration, Asset tagging & more



## Managed Print Services

- Competitively bid - Awarded contract R5243
- Managed Print Solutions → Total Document Solutions
- Automatic toner replenishment
- Industry leading equipment

## Janitorial Products

- Competitively bid - Awarded contract R5120
- Core List 600+ items
- Cleaning products, equipment, and accessories
- Bathroom and breakroom paper products



## Two Contracts / One Account

- **Office Supplies, Related Products & Office Services #141703**

- Traditional Office Supplies – **1250+ Item Core List**
- Copy & Print
- Promotional Products
- Furniture
- HUB / Diversity Solutions



- **School Supplies #141605**

- Classroom Supplies – **300+ Item Core List**
- Lab Supplies
- Art Supplies
- Electronic Educational Materials
- K-12 Curriculum
- Early Childhood Supplies



- **Term:** Three year award, with two 1-year renewals
- **Contract Began:** March 1, 2015

## Enhanced Rebate Program Volume\* & New Adjacency Rebates

Annual Spend	Annual Volume Rebate %
\$100,000 - \$1,000,000	1.0% of Annual Spend
\$1,000,001 - \$2,500,000	2.0% of Annual Spend
\$2,500,001 - \$4,000,000	3.0% of Annual Spend
\$4,000,001+	5.0% of Annual Spend



**New**



Adjacency	Achievement %	Rebate %
Copy & Print	7.0% or Greater of Annual Spend	2.0% of Category Spend
Janitorial	8.0% or Greater of Annual Spend	3.0% of Category Spend
Furniture	12.0% or Greater of Annual Spend	2.0% of Category Spend
Technology	10.0% or Greater of Annual Spend	0.5% of Category Spend

Rebates paid annually following the close of the calendar year.  
\*Technology Items do not contribute to the volume rebate total  
Minimum Rebate Issued \$200



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER
For Clerk's Use Only:
11

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

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters
FOR THE BOARD MEETING OF: June 28, 2016
SUBJECT: Statement of All Votes Cast, June 7, 2016 Presidential Primary Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Presidential Primary Election held June 7, 2016 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

SUMMARY DISCUSSION: The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election... (Elections Code §15372)

ALTERNATIVES: Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code §15372.

FINANCING: No impact

Table with 2 columns: Role (County Counsel, Auditor/Controller, Personnel Director) and Description/Approval fields.

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) [Signature] Date: 6/21/2016

**CERTIFICATE OF INYO COUNTY CLERK  
TO THE STATEMENT OF ALL VOTES CAST AT  
THE PRESIDENTIAL PRIMARY ELECTION  
HELD ON JUNE 7, 2016**

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF INYO         )

I, KAMMI FOOTE, INYO COUNTY CLERK/RECORDER AND REGISTRAR OF VOTERS DO HEREBY CERTIFY THAT:

1. STATE, FEDERAL AND LOCAL CONTESTS, AND STATE MEASURES WERE SUBMITTED TO THE VOTE OF THE VOTERS, AND,
2. PURSUANT TO THE PROVISIONS OF SECTION 15372 OF THE CALIFORNIA ELECTIONS CODE, I DID CANVASS THE RETURNS OF THE VOTES CAST IN THIS COUNTY, AND
3. THE STATEMENT OF VOTES CAST SHOWS THE TOTAL NUMBER OF VOTES CAST IN THIS COUNTY AND IN EACH OF THE PRECINCTS THEREIN, AND,
4. THAT THE TOTALS AS SHOWN FOR EACH CANDIDATE AND MEASURE ARE FULL, TRUE, AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL THIS 22 TH DAY OF JUNE 2016.



\_\_\_\_\_  
Kammi Foote  
Inyo County Clerk/Recorder  
& Registrar of Voters



**COUNTY OF INYO, STATE OF CALIFORNIA**  
**KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS**

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696

P. O. Drawer F, Independence, CA 93526  
168 N. Edwards St., Independence, CA

June 21, 2016

Honorable Members of the  
Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA 93526

RE: Statement of All Votes Cast at the June 7, 2016 Presidential Primary  
Election - Declaration of Persons Elected

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast at the Presidential Primary Election held June 7, 2016. Please issue an Order accepting this Statement and, in accordance with Section 15400 of the Elections Code, declare nominated or elected those offices under your jurisdiction and declare passed or failed those measures under your jurisdiction, according to the number of votes for each as shown on the Statement.

**COUNTY**

**SUPERVISOR – 2nd DISTRICT**

Russ Aldridge (279 votes) – 29.49%  
Jeff Griffiths (667 votes) – 70.51% - Declare Elected

**SUPERVISOR – 4th DISTRICT**

Mark Tillemans (815 votes) – 100.00% - Declare Elected

**SUPERVISOR – 5th DISTRICT**

Matt Kinglsey (650 votes) – 100.00% - Declare Elected

**INYO COUNTY BOARD OF EDUCATION**

Pursuant to Education Code §5326 and Education Code §5328, the candidates who have been nominated shall be declared elected.

TRUSTEE AREA II

David Hefner - Declare Elected

TRUSTEE AREA IV

Mary Kemp - Declare Elected

**REPUBLICAN CENTRAL COMMITTEE**

Pursuant to Elections Code §7423 the candidates who have been nominated shall be declared elected.

SUPERVISOR DISTRICT I

Thaddeus W. Taylor III – Declare Elected

SUPERVISOR DISTRICT II

Nobody Filed

SUPERVISOR DISTRICT III

Nobody Filed

SUPERVISOR DISTRICT IV

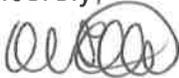
Nobody Filed

SUPERVISOR DISTRICT V

Nobody Filed

Following the issuance of your Order and Declarations, the Clerk's Office will issue the required Certificates of Election and Nomination pursuant to Elections Code §15401.

Sincerely,



Kammi Foote  
Inyo County Clerk/Recorder and  
Registrar of Voters

June 7,2016

INY\_20160607\_E

DEMOCRATIC PRESIDENTIAL PREFERENCE - DEMOCRATIC															
200011	Registration	Ballots Cast	Turnout (%)		KEITH JUDD	MICHAEL STEINBERG	BERNIE SANDERS	WILLIE WILSON	ROQUE DE LA FUENTE	HILLARY CLINTON	HENRY HEWES				
101 0101	219	49	22.37		0	0	31	2	0	15	0				
101 - Vote by Mail	219	145	66.21		0	0	70	2	0	67	0				
102 0102	256	61	23.83		0	1	32	0	0	26	0				
102 - Vote by Mail	256	126	49.22		1	0	57	2	1	57	0				
103 0103	164	51	31.10		1	0	37	0	0	13	0				
103 - Vote by Mail	164	84	51.22		0	0	41	0	0	39	0				
104MB 0104	34	1	2.94		0	0	1	0	0	0	0				
104MB - All Mail Precincts	34	24	70.59		0	0	14	0	1	8	0				
105 0105	261	79	30.27		0	0	42	1	0	34	0				
105 - Vote by Mail	261	142	54.41		0	0	69	0	1	66	0				
106 0106	144	51	35.42		0	0	35	0	0	16	0				
106 - Vote by Mail	144	81	56.25		0	0	45	0	0	34	1				
107 0107	141	50	35.46		0	0	39	0	0	11	0				
107 - Vote by Mail	141	62	43.97		0	0	38	1	0	20	0				
108 0108	230	78	33.91		0	0	48	1	0	27	0				
108 - Vote by Mail	230	131	56.96		0	1	80	1	0	45	1				
109 0109	216	67	31.02		0	0	31	2	0	33	0				
109 - Vote by Mail	216	117	54.17		2	0	49	0	0	58	0				
110 0110	292	124	42.47		0	0	85	0	1	35	0				
110 - Vote by Mail	292	57	19.52		1	1	23	1	0	30	0				
111 0111	92	21	22.83		0	0	13	1	0	7	0				
111 - Vote by Mail	92	54	58.70		0	1	28	1	0	21	0				
112 0112	231	73	31.60		0	1	44	0	0	26	1				
112 - Vote by Mail	231	84	36.36		0	0	37	1	0	42	0				
113 0113	108	37	34.26		0	0	22	0	0	14	0				
113 - Vote by Mail	108	56	51.85		0	0	24	0	0	26	0				
114MB 0114	25	1	4.00		0	0	1	0	0	0	0				
114MB - All Mail Precincts	25	22	88.00		0	0	8	0	0	14	0				
115 0115	121	34	28.10		0	1	18	0	0	14	0				
115 - Vote by Mail	121	70	57.85		0	0	30	1	0	35	0				
116 0116	161	48	29.81		0	0	29	1	0	17	0				
116 - Vote by Mail	161	62	38.51		2	0	28	1	0	31	0				
117 0117	188	52	27.66		0	0	22	1	0	27	0				
117 - Vote by Mail	188	63	44.15		1	0	40	0	0	35	0				
118MB 0118	30	0	0.00		0	0	0	0	0	0	0				
118MB - All Mail Precincts	30	37	123.33		0	0	26	0	1	6	2				
119MB 0119	35	0	0.00		0	0	0	0	0	0	0				
119MB - All Mail Precincts	35	33	94.29		0	0	23	0	0	10	0				
120MB 0120	56	0	0.00		0	0	0	0	0	0	0				
120MB - All Mail Precincts	56	44	78.57		0	0	20	0	0	23	0				
121MB 0121	59	0	0.00		0	0	0	0	0	0	0				
121MB - All Mail Precincts	59	53	89.83		0	0	33	0	0	19	0				
Precinct Totals	3063	877	28.63		1	3	530	9	1	315	1				
Vote by Mail Totals	2824	1354	47.95		7	3	659	11	2	606	2				
All Mail Precincts Totals	239	213	89.12		0	0	124	0	2	80	2				
Grand Totals	3063	2444	79.79		8	6	1313	20	5	1001	5				
CALIFORNIA	3063	2444	79.79		8	6	1313	20	5	1001	5				
8th CONGRESSIONAL DISTRICT	3063	2444	79.79		8	6	1313	20	5	1001	5				
8th STATE SENATE DISTRICT	3063	2444	79.79		8	6	1313	20	5	1001	5				
26th ASSEMBLY DISTRICT	3063	2444	79.79		8	6	1313	20	5	1001	5				
1st EQUALIZATION	3063	2444	79.79		8	6	1313	20	5	1001	5				
1st SUPERVISOR DISTRICT	639	516	80.75		2	1	268	6	1	217	0				
2nd SUPERVISOR DISTRICT	580	490	84.48		0	0	283	2	2	189	1				
3rd SUPERVISOR DISTRICT	738	574	77.78		3	2	316	5	1	228	1				
4th SUPERVISOR DISTRICT	577	452	78.34		0	3	225	4	0	199	1				
5th SUPERVISOR DISTRICT	529	412	77.88		3	0	221	3	1	168	2				
INYO	3063	2444	79.79		8	6	1313	20	5	1001	5				

June 7, 2016

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***Grand Totals 200011		DEMOCRATIC PRESIDENTIAL PREFERENCE - DEMOCRATIC														
		Registration	Ballots Cast	Turnout (%)		KETH JUDD	MICHAEL STEINBERG	BERNIE SANDERS	WILLIE WILSON	ROQUE DE LA FUENTE	HILLARY CLINTON	HENRY HEWES				
BISHOP	546	465	85.16		0	0	268	2	1	181	1					
UNINCORPORATED	2517	1979	78.63		8	6	1045	18	4	820	4					

300012		REPUBLICAN PRESIDENTIAL PREFERENCE - REPUBLICAN												
	Registration	Ballots Cast	Turnout (%)		DONALD TRUMP	BEN CARSON	TED CRUZ		JOHN R. KASICH	JIM GILMORE				
101 0101	298	17	5.70		8	0	2		5	1				
101 - Vote by Mail	298	170	57.05		129	8	7		12	1				
102 0102	409	75	18.34		60	1	2		8	0				
102 - Vote by Mail	409	191	46.70		138	9	22		16	0				
103 0103	332	57	17.17		39	9	4		2	1				
103 - Vote by Mail	332	129	38.86		93	8	7		11	0				
104MB 0104	59	3	5.08		3	0	0		0	0				
104MB - All Mail Precincts	59	39	66.10		33	1	1		3	0				
105 0105	363	60	16.53		43	4	5		4	0				
105 - Vote by Mail	363	171	47.11		122	11	13		14	0				
106 0106	141	26	18.44		16	1	2		3	0				
106 - Vote by Mail	141	55	39.01		40	4	4		5	2				
107 0107	115	15	13.04		12	0	0		2	0				
107 - Vote by Mail	115	51	44.35		39	1	2		5	0				
108 0108	432	76	17.59		53	1	9		11	0				
108 - Vote by Mail	432	210	48.61		148	10	8		33	0				
109 0109	539	101	18.74		76	4	10		7	0				
109 - Vote by Mail	539	274	50.83		221	11	10		20	3				
110 0110	108	20	18.52		10	3	4		0	1				
110 - Vote by Mail	108	28	25.93		13	2	7		2	0				
111 0111	215	33	15.35		22	4	4		4	1				
111 - Vote by Mail	215	117	54.42		97	4	8		3	0				
112 0112	233	59	25.32		48	3	4		2	0				
112 - Vote by Mail	233	88	37.77		68	2	6		5	2				
113 0113	155	36	23.23		20	4	2		6	0				
113 - Vote by Mail	155	57	36.77		41	3	2		9	0				
114MB 0114	23	0	0.00		0	0	0		0	0				
114MB - All Mail Precincts	23	14	60.87		11	2	0		0	0				
115 0115	168	35	20.83		23	3	1		5	0				
115 - Vote by Mail	168	72	42.86		47	2	5		8	0				
116 0116	138	27	19.57		21	1	1		2	0				
116 - Vote by Mail	138	61	44.20		46	2	5		3	0				
117 0117	176	33	18.75		25	0	1		5	0				
117 - Vote by Mail	176	81	46.02		63	4	8		3	0				
118MB 0118	17	0	0.00		0	0	0		0	0				
118MB - All Mail Precincts	17	11	64.71		6	1	3		0	0				
119MB 0119	104	1	0.96		1	0	0		0	0				
119MB - All Mail Precincts	104	77	74.04		62	3	6		4	1				
120MB 0120	42	0	0.00		0	0	0		0	0				
120MB - All Mail Precincts	42	23	54.76		18	0	0		3	1				
121MB 0121	19	0	0.00		0	0	0		0	0				
121MB - All Mail Precincts	19	11	57.89		9	0	1		1	0				
Precinct Totals	4086	674	16.50		480	38	51		63	3				
Vote by Mail Totals	3822	1755	45.92		1305	81	114		149	8				
All Mail Precincts Totals	264	175	66.29		139	7	11		11	2				
Grand Totals	4086	2604	63.73		1924	126	176		223	13				
CALIFORNIA	4086	2604	63.73		1924	126	176		223	13				
8th CONGRESSIONAL DISTRICT	4086	2604	63.73		1924	126	176		223	13				
8th STATE SENATE DISTRICT	4086	2604	63.73		1924	126	176		223	13				
26th ASSEMBLY DISTRICT	4086	2604	63.73		1924	126	176		223	13				
1st EQUALIZATION	4086	2604	63.73		1924	126	176		223	13				
1st SUPERVISOR DISTRICT	1039	639	61.50		467	35	44		54	3				
2nd SUPERVISOR DISTRICT	678	420	61.95		308	22	27		36	2				
3rd SUPERVISOR DISTRICT	1079	709	65.71		521	31	48		73	4				
4th SUPERVISOR DISTRICT	794	511	64.36		377	27	32		39	2				
5th SUPERVISOR DISTRICT	496	325	65.52		251	11	25		21	2				
INYO	4086	2604	63.73		1924	126	176		223	13				

INYO COUNTY Statement of Vote  
 INY\_20160607\_E

***Grand Totals 300012		REPUBLICAN PRESIDENTIAL PREFERENCE - REPUBLICAN													
		Registration	Ballots Cast	Turnout (%)		DONALD TRUMP	BEN CARSON	TED CRUZ	JOHN R. KASICH	JIM GILMORE					
BISHOP	619	378	61.07		272	21	26	33	2						
UNINCORPORATED	3467	2226	64.21		1652	105	150	190	11						

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AMERICAN INDEPENDENT PRESIDENTIAL PREFERENCE - AMERICAN INDEPENDENT												
400013	Registration	Ballots Cast	Turnout (%)		ROBERT ORNELAS	ALAN SPEARS	WILEY DRAKE	JAMES HEDGES	THOMAS HOEFLING	ARTHUR HARRIS	J.R. MYERS	
101 - 0101	20	1	5.00		0	1	0	0	0	0	0	
101 - Vote by Mail	20	3	15.00		0	0	0	0	0	0	0	
102 - 0102	32	3	9.38		0	0	0	0	0	0	0	
102 - Vote by Mail	32	5	15.63		0	0	0	0	0	1	0	
103 - 0103	28	0	0.00		0	0	0	0	0	0	0	
103 - Vote by Mail	28	9	32.14		0	0	0	2	0	0	0	
104MB - 0104	10	3	30.00		0	0	0	0	0	0	1	
104MB - All Mail Precincts	10	3	30.00		0	1	0	0	0	0	0	
105 - 0105	36	4	11.11		0	0	0	0	0	1	0	
105 - Vote by Mail	36	9	25.00		0	0	1	0	2	1	0	
106 - 0106	19	3	15.79		0	0	0	0	0	0	0	
106 - Vote by Mail	19	5	26.32		0	0	0	0	0	1	0	
107 - 0107	10	1	10.00		0	1	0	0	0	0	0	
107 - Vote by Mail	10	3	30.00		1	0	1	0	0	0	0	
108 - 0108	33	3	9.09		0	0	0	0	0	0	0	
108 - Vote by Mail	33	11	33.33		0	0	0	0	0	0	0	
109 - 0109	25	5	20.00		0	0	1	0	2	0	0	
109 - Vote by Mail	25	9	36.00		0	0	2	0	0	0	0	
110 - 0110	26	7	26.92		0	0	0	1	1	1	2	
110 - Vote by Mail	26	2	7.69		0	0	0	0	0	0	0	
111 - 0111	13	0	0.00		0	0	0	0	0	0	0	
111 - Vote by Mail	13	5	38.46		1	0	0	0	0	0	0	
112 - 0112	29	7	24.14		1	0	0	0	0	1	0	
112 - Vote by Mail	29	4	13.79		0	1	0	0	0	0	0	
113 - 0113	17	5	29.41		1	1	0	0	0	0	0	
113 - Vote by Mail	17	2	11.76		1	0	0	0	0	0	0	
114MB - 0114	6	0	0.00		0	0	0	0	0	0	0	
114MB - All Mail Precincts	6	3	50.00		0	0	0	0	0	0	0	
115 - 0115	15	7	46.67		0	0	0	0	0	1	3	
115 - Vote by Mail	15	1	6.67		0	0	0	0	0	0	0	
116 - 0116	19	3	15.79		1	0	0	0	0	1	0	
116 - Vote by Mail	19	6	31.58		0	2	0	0	0	1	1	
117 - 0117	44	4	9.09		0	0	0	1	1	2	0	
117 - Vote by Mail	44	16	36.36		0	0	0	3	1	0	0	
118MB - 0118	4	0	0.00		0	0	0	0	0	0	0	
118MB - All Mail Precincts	4	0	0.00		0	0	0	0	0	0	0	
119MB - 0119	8	1	12.50		0	0	0	0	0	0	0	
119MB - All Mail Precincts	8	5	62.50		0	0	0	0	1	0	0	
120MB - 0120	5	0	0.00		0	0	0	0	0	0	0	
120MB - All Mail Precincts	5	1	20.00		0	0	0	0	1	0	0	
121MB - 0121	5	0	0.00		0	0	0	0	0	0	0	
121MB - All Mail Precincts	5	2	40.00		0	0	0	0	0	1	0	
Precinct Totals	404	57	14.11		3	3	1	2	4	7	6	
Vote by Mail Totals	366	90	24.59		3	3	4	5	3	4	1	
All Mail Precincts Totals	38	14	36.84		0	1	0	0	2	1	0	
Grand Totals	404	161	39.85		6	7	5	7	9	12	7	
CALIFORNIA	404	161	39.85		6	7	5	7	9	12	7	
8th CONGRESSIONAL DISTRICT	404	161	39.85		6	7	5	7	9	12	7	
8th STATE SENATE DISTRICT	404	161	39.85		6	7	5	7	9	12	7	
26th ASSEMBLY DISTRICT	404	161	39.85		6	7	5	7	9	12	7	
1st EQUALIZATION	404	161	39.85		6	7	5	7	9	12	7	
1st SUPERVISOR DISTRICT	80	21	26.25		0	1	0	2	0	1	0	
2nd SUPERVISOR DISTRICT	75	31	41.33		1	2	2	0	2	3	1	
3rd SUPERVISOR DISTRICT	84	37	44.05		0	0	3	1	3	1	2	
4th SUPERVISOR DISTRICT	80	34	42.50		4	2	0	0	0	2	3	
5th SUPERVISOR DISTRICT	85	38	44.71		1	2	0	4	4	5	1	
INYO	404	161	39.85		6	7	5	7	9	12	7	

INYO COUNTY Statement of Vote  
 INY\_20160607\_E

***Grand Totals 400013		AMERICAN INDEPENDENT PRESIDENTIAL PREFERENCE - AMERICAN INDEPENDENT														
		Registration	Ballots Cast	Turnout (%)		ROBERT ORNELAS	ALAN SPEARS	WILEY DRAKE	JAMES HEDGES	THOMAS HOEFLING	ARTHUR HARRIS	J. R. MYERS				
BISHOP	65	25	38.46			1	1	2	0	2	3	0				
UNINCORPORATED	339	136	40.12			5	6	3	7	7	9	7				

INYO COUNTY Statement of Vote  
INY\_20160607\_E

500014		GREEN PRESIDENTIAL PREFERENCE - GREEN												
	Registration	Ballots Cast	Turnout (%)		JILL STEIN	DARRYL CHERNEY	WILLIAM KREML	KENT MESPLAY	SEDINAM MOYOWASIFSA-CURRY					
101 0101	3	1	33.33		1	0	0	0	0					
101 - Vote by Mail	3	0	0.00		0	0	0	0	0					
102 0102	4	1	25.00		1	0	0	0	0					
102 - Vote by Mail	4	0	0.00		0	0	0	0	0					
103 0103	2	0	0.00		0	0	0	0	0					
103 - Vote by Mail	2	0	0.00		0	0	0	0	0					
104MB 0104	1	0	0.00		0	0	0	0	0					
104MB - All Mail Precincts	1	0	0.00		0	0	0	0	0					
105 0105	4	2	50.00		1	0	0	0	0					
105 - Vote by Mail	4	0	0.00		0	0	0	0	0					
106 0106	3	1	33.33		0	0	0	0	0					
106 - Vote by Mail	3	0	0.00		0	0	0	0	0					
107 0107	1	0	0.00		0	0	0	0	0					
107 - Vote by Mail	1	1	100.00		1	0	0	0	0					
108 0108	4	0	0.00		0	0	0	0	0					
108 - Vote by Mail	4	1	25.00		1	0	0	0	0					
109 0109	3	0	0.00		0	0	0	0	0					
109 - Vote by Mail	3	0	0.00		0	0	0	0	0					
110 0110	3	0	0.00		0	0	0	0	0					
110 - Vote by Mail	3	0	0.00		0	0	0	0	0					
111 0111	0	0	0.00		0	0	0	0	0					
111 - Vote by Mail	0	0	0.00		0	0	0	0	0					
112 0112	3	0	0.00		0	0	0	0	0					
112 - Vote by Mail	3	1	33.33		1	0	0	0	0					
113 0113	0	0	0.00		0	0	0	0	0					
113 - Vote by Mail	0	0	0.00		0	0	0	0	0					
114MB 0114	0	0	0.00		0	0	0	0	0					
114MB - All Mail Precincts	0	0	0.00		0	0	0	0	0					
115 0115	3	0	0.00		0	0	0	0	0					
115 - Vote by Mail	3	0	0.00		0	0	0	0	0					
116 0116	2	0	0.00		0	0	0	0	0					
116 - Vote by Mail	2	1	50.00		1	0	0	0	0					
117 0117	2	1	50.00		0	0	0	0	1					
117 - Vote by Mail	2	0	0.00		0	0	0	0	0					
118MB 0118	3	0	0.00		0	0	0	0	0					
118MB - All Mail Precincts	3	3	100.00		1	1	0	0	0					
119MB 0119	1	0	0.00		0	0	0	0	0					
119MB - All Mail Precincts	1	0	0.00		0	0	0	0	0					
120MB 0120	1	0	0.00		0	0	0	0	0					
120MB - All Mail Precincts	1	1	100.00		1	0	0	0	0					
121MB 0121	6	0	0.00		0	0	0	0	0					
121MB - All Mail Precincts	6	3	50.00		1	0	0	0	0					
Precinct Totals	49	6	12.24		3	0	0	0	1					
Vote by Mail Totals	37	4	10.81		4	0	0	0	0					
All Mail Precincts Totals	12	7	58.33		3	1	0	0	0					
Grand Totals	49	17	34.69		10	1	0	0	1					
CALIFORNIA	49	17	34.69		10	1	0	0	1					
8th CONGRESSIONAL DISTRICT	49	17	34.69		10	1	0	0	1					
8th STATE SENATE DISTRICT	49	17	34.69		10	1	0	0	1					
26th ASSEMBLY DISTRICT	49	17	34.69		10	1	0	0	1					
1st EQUALIZATION	49	17	34.69		10	1	0	0	1					
1st SUPERVISOR DISTRICT	9	2	22.22		2	0	0	0	0					
2nd SUPERVISOR DISTRICT	9	4	44.44		2	0	0	0	0					
3rd SUPERVISOR DISTRICT	10	1	10.00		1	0	0	0	0					
4th SUPERVISOR DISTRICT	6	1	16.67		1	0	0	0	0					
5th SUPERVISOR DISTRICT	15	9	60.00		4	1	0	0	1					
INYO	49	17	34.69		10	1	0	0	1					

***Grand Totals 500014		GREEN PRESIDENTIAL PREFERENCE - GREEN													
	Registration	Ballots Cast	Turnout (%)		JILL STEIN	DARRYL CHERNEY	WILLIAM KREML	KENT MESPLAY	SEDINAM MOYOWASIFSA-CURRY						
BISHOP UNINCORPORATED	8 41	4 13	50.00 31.71		0 8	0 1	0 0	0 0	0 1						

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600015		LIBERTARIAN PRESIDENTIAL PREFERENCE - LIBERTARIAN													
	Registration	Ballots Cast	Turnout (%)	GARY JOHNSON	MARC FELDMAN	RHETT WHITE FEATHER SMITH	JOY WAYMIRE	STEVE KERBEL	JOHN HALE	JOHN MCAFFEE	CECIL INCE	AUSTIN PETERSEN	DARRYL W. PERRY	DERRICK M. REID	JACK ROBINSON, JR.
101 0101	4	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
101 - Vote by Mail	4	1	25.00	1	0	0	0	0	0	0	0	0	0	0	0
102 0102	9	1	11.11	1	0	0	0	0	0	0	0	0	0	0	0
102 - Vote by Mail	9	4	44.44	0	0	1	0	0	0	0	0	0	0	0	0
103 0103	6	1	16.67	1	0	0	0	0	0	0	0	0	0	0	0
103 - Vote by Mail	6	2	33.33	1	0	0	0	0	0	0	0	0	0	0	1
104MB 0104	1	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
104MB - All Mail Precincts	1	1	100.00	0	0	0	0	0	1	0	0	0	0	0	0
105 0105	11	4	36.36	3	0	0	0	0	0	0	0	0	0	0	0
105 - Vote by Mail	11	6	54.55	5	0	0	0	0	0	0	0	0	0	0	0
106 0106	4	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
106 - Vote by Mail	4	2	50.00	0	0	1	0	0	0	1	0	0	0	0	0
107 0107	4	1	25.00	0	0	0	0	0	0	0	0	0	0	0	0
107 - Vote by Mail	4	2	50.00	2	0	0	0	0	0	0	0	0	0	0	0
108 0108	8	1	12.50	0	0	0	0	1	0	0	0	0	0	0	0
108 - Vote by Mail	8	4	50.00	3	0	0	0	0	0	0	0	0	0	0	0
109 0109	4	1	25.00	1	0	0	0	0	0	0	0	0	0	0	0
109 - Vote by Mail	4	3	75.00	2	0	0	0	0	0	0	0	1	0	0	0
110 0110	1	1	100.00	0	0	0	0	0	0	0	1	0	0	0	0
110 - Vote by Mail	1	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
111 0111	3	2	66.67	1	1	0	0	0	0	0	0	0	0	0	0
111 - Vote by Mail	3	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
112 0112	5	2	40.00	0	0	0	0	0	0	2	0	0	0	0	0
112 - Vote by Mail	5	1	20.00	0	0	0	0	0	0	0	0	1	0	0	0
113 0113	6	2	33.33	0	0	1	0	0	0	0	0	1	0	0	0
113 - Vote by Mail	6	4	66.67	1	0	0	0	0	0	0	0	1	0	0	1
114MB 0114	0	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
114MB - All Mail Precincts	0	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
115 0115	4	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
115 - Vote by Mail	4	1	25.00	1	0	0	0	0	0	0	0	0	0	0	0
116 0116	5	1	20.00	0	0	0	0	1	0	0	0	0	0	0	0
116 - Vote by Mail	5	1	20.00	0	0	0	0	0	0	0	0	0	0	0	0
117 0117	10	3	30.00	1	0	2	0	0	0	0	0	0	0	0	0
117 - Vote by Mail	10	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
118MB 0118	2	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
118MB - All Mail Precincts	2	1	50.00	1	0	0	0	0	0	0	0	0	0	0	0
119MB 0119	1	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
119MB - All Mail Precincts	1	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
120MB 0120	3	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
120MB - All Mail Precincts	3	3	100.00	0	0	0	0	0	0	0	0	0	0	0	0
121MB 0121	1	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
121MB - All Mail Precincts	1	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
Precinct Totals	92	20	21.74	8	1	3	1	1	0	2	1	1	0	0	0
Vote by Mail Totals	84	31	36.90	16	0	2	0	0	0	1	0	4	0	1	2
All Mail Precincts Totals	8	5	62.50	1	0	0	0	0	1	0	0	0	0	0	0
Grand Totals	92	56	60.87	25	1	5	1	1	1	3	1	5	0	1	2
CALIFORNIA	92	56	60.87	25	1	5	1	1	1	3	1	5	0	1	2
8th CONGRESSIONAL DISTRICT	92	56	60.87	25	1	5	1	1	1	3	1	5	0	1	2
8th STATE SENATE DISTRICT	92	56	60.87	25	1	5	1	1	1	3	1	5	0	1	2
26th ASSEMBLY DISTRICT	92	56	60.87	25	1	5	1	1	1	3	1	5	0	1	2
1st EQUALIZATION	92	56	60.87	25	1	5	1	1	1	3	1	5	0	1	2
1st SUPERVISOR DISTRICT	19	9	47.37	4	0	1	0	0	0	0	0	1	0	1	1
2nd SUPERVISOR DISTRICT	20	16	80.00	10	0	1	0	0	1	1	0	0	0	0	0
3rd SUPERVISOR DISTRICT	13	10	76.92	6	0	0	0	1	0	0	1	1	0	0	0
4th SUPERVISOR DISTRICT	16	12	66.67	3	1	1	0	0	0	2	0	3	0	0	1
5th SUPERVISOR DISTRICT	22	9	40.91	2	0	2	1	0	0	0	0	0	0	0	0
INYO	92	56	60.87	25	1	5	1	1	1	3	1	5	0	1	2

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***Grand Totals 600015		LIBERTARIAN PRESIDENTIAL PREFERENCE - LIBERTARIAN														
	Registration	Ballots Cast	Turnout (%)		GARY JOHNSON	MARC FELDMAN	RHETT WHITE FEATHER SMITH	JOY WYMIRE	STEVE KERBEL	JOHN HALE	JOHN MCAFFEE	CECIL INCE	AUSTIN PETERSEN	DARRYL W. PERRY	DERRICK M. REID	JACK ROBINSON, JR.
BISHOP	19	15	78.95		10	0	1	0	0	0	1	0	0	0	0	0
UNINCORPORATED	73	41	56.16		15	1	4	1	1	1	2	1	1	0	1	2

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PEACE AND FREEDOM PRESIDENTIAL PREFERENCE - PEACE AND FREEDOM														
700016	Registration	Ballots Cast	Turnout (%)		GLORIA ESTELA LA RIVA	LYNN S. KAHN	MONICA MOOREHEAD							
101 0101	1	0	0.00		0	0	0							
101 - Vote by Mail	1	0	0.00		0	0	0							
102 0102	1	0	0.00		0	0	0							
102 - Vote by Mail	1	1	100.00		0	0	0							
103 0103	1	0	0.00		0	0	0							
103 - Vote by Mail	1	0	0.00		0	0	0							
104MB 0104	0	0	0.00		0	0	0							
104MB - All Mail Precincts	0	0	0.00		0	0	0							
105 0105	2	0	0.00		0	0	0							
105 - Vote by Mail	2	1	50.00		0	0	0							
106 0106	2	0	0.00		0	0	0							
106 - Vote by Mail	2	1	50.00		1	0	0							
107 0107	1	1	100.00		0	1	0							
107 - Vote by Mail	1	0	0.00		0	0	0							
108 0108	0	0	0.00		0	0	0							
108 - Vote by Mail	0	0	0.00		0	0	0							
109 0109	1	0	0.00		0	0	0							
109 - Vote by Mail	1	0	0.00		0	0	0							
110 0110	3	0	0.00		0	0	0							
110 - Vote by Mail	3	1	33.33		1	0	0							
111 0111	3	0	0.00		0	0	0							
111 - Vote by Mail	3	0	0.00		0	0	0							
112 0112	2	0	0.00		0	0	0							
112 - Vote by Mail	2	0	0.00		0	0	0							
113 0113	0	0	0.00		0	0	0							
113 - Vote by Mail	0	1	0.00		0	0	0							
114MB 0114	0	0	0.00		0	0	0							
114MB - All Mail Precincts	0	0	0.00		0	0	0							
115 0115	0	0	0.00		0	0	0							
115 - Vote by Mail	0	0	0.00		0	0	0							
116 0116	4	1	25.00		1	0	0							
116 - Vote by Mail	4	1	25.00		1	0	0							
117 0117	0	0	0.00		0	0	0							
117 - Vote by Mail	0	0	0.00		0	0	0							
118MB 0118	3	0	0.00		0	0	0							
118MB - All Mail Precincts	3	2	66.67		1	0	0							
119MB 0119	0	0	0.00		0	0	0							
119MB - All Mail Precincts	0	0	0.00		0	0	0							
120MB 0120	0	0	0.00		0	0	0							
120MB - All Mail Precincts	0	0	0.00		0	0	0							
121MB 0121	0	0	0.00		0	0	0							
121MB - All Mail Precincts	0	0	0.00		0	0	0							
Precinct Totals	24	2	8.33		1	1	0							
Vote by Mail Totals	21	6	28.57		3	0	0							
All Mail Precincts Totals	3	2	66.67		1	0	0							
Grand Totals	24	10	41.67		5	1	0							
CALIFORNIA	24	10	41.67		5	1	0							
8th CONGRESSIONAL DISTRICT	24	10	41.67		5	1	0							
8th STATE SENATE DISTRICT	24	10	41.67		5	1	0							
26th ASSEMBLY DISTRICT	24	10	41.67		5	1	0							
1st EQUALIZATION	24	10	41.67		5	1	0							
1st SUPERVISOR DISTRICT	3	1	33.33		0	0	0							
2nd SUPERVISOR DISTRICT	5	3	60.00		1	1	0							
3rd SUPERVISOR DISTRICT	4	1	25.00		1	0	0							
4th SUPERVISOR DISTRICT	5	1	20.00		0	0	0							
5th SUPERVISOR DISTRICT	7	4	57.14		3	0	0							
INYO	24	10	41.67		5	1	0							



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100017		US SENATOR														
	Registration	Ballots Cast	Turnout (%)		GEORGE C. YANG	JERRY J. LAWS	GAIL K. LIGHTFOOT	MIKE BEITIKS	PAMELA ELIZONDO	SCOTT A. VINEBERG	STEVESTOKES	DUF SUNDHEIM	LING LING SHI	LORETTA L. SANCHEZ	PHIL WYMAN	137
101 0101	678	68	10.03		1	3	1	0	2	0	2	2	0	0	8	0
101 - Vote by Mail	678	344	50.74		6	4	4	0	0	0	1	9	0	44	71	3
102 0102	866	145	16.74		2	0	4	0	1	0	4	6	0	16	26	3
102 - Vote by Mail	866	355	40.99		5	1	7	0	0	0	1	19	4	30	92	3
103 0103	651	111	17.05		1	5	4	0	0	0	1	7	0	12	15	0
103 - Vote by Mail	651	240	36.87		1	3	3	0	2	0	1	17	0	21	62	0
104MB 0104	125	7	5.60		0	1	0	0	0	0	0	0	0	0	0	0
104MB - All Mail Precincts	125	71	56.80		0	1	2	0	0	0	0	1	0	5	22	1
105 0105	838	154	18.38		2	4	3	1	4	0	1	10	0	24	22	0
105 - Vote by Mail	838	356	42.48		4	4	6	0	5	0	3	11	2	42	98	4
106 0106	432	84	19.44		0	1	2	1	0	0	2	5	0	22	10	1
106 - Vote by Mail	432	167	38.66		2	2	2	1	3	0	0	3	2	17	36	2
107 0107	369	73	19.78		0	2	2	0	1	0	3	0	1	7	4	0
107 - Vote by Mail	369	132	35.77		1	4	0	0	1	0	1	4	1	16	24	0
108 0108	867	161	18.57		0	2	4	1	2	0	3	13	0	14	30	2
108 - Vote by Mail	867	388	44.75		5	5	7	1	2	0	3	20	1	37	99	8
109 0109	910	178	19.56		1	3	1	0	1	0	2	5	0	20	53	0
109 - Vote by Mail	910	426	46.81		2	4	4	1	2	0	1	35	0	23	137	0
110 0110	615	154	25.04		1	2	16	0	1	1	4	0	0	33	12	1
110 - Vote by Mail	615	92	14.96		1	1	1	0	3	0	2	2	0	20	12	2
111 0111	394	59	14.97		1	2	2	0	0	0	0	2	1	5	12	0
111 - Vote by Mail	394	192	48.73		6	5	3	0	0	0	3	6	0	7	69	2
112 0112	628	147	23.41		2	2	8	1	0	0	1	4	0	24	19	0
112 - Vote by Mail	628	192	30.57		1	5	4	0	1	0	1	7	0	32	44	3
113 0113	371	82	22.10		1	1	2	0	0	0	3	1	4	7	12	0
113 - Vote by Mail	371	133	35.85		1	4	3	0	0	0	1	6	0	6	26	0
114MB 0114	70	1	1.43		0	0	0	0	0	0	0	0	0	0	0	0
114MB - All Mail Precincts	70	41	58.57		0	1	0	0	1	0	0	3	0	5	2	0
115 0115	405	78	19.26		1	3	3	0	0	1	1	7	0	7	10	1
115 - Vote by Mail	405	158	39.01		3	0	2	2	1	0	0	14	0	16	36	0
116 0116	421	85	20.19		1	0	1	0	1	0	5	5	0	15	11	0
116 - Vote by Mail	421	149	35.39		0	1	3	0	1	0	6	0	1	23	32	0
117 0117	533	97	18.20		1	1	3	0	0	0	0	3	0	12	12	0
117 - Vote by Mail	533	194	36.40		0	3	7	1	0	0	9	12	0	18	46	0
118MB 0118	90	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
118MB - All Mail Precincts	90	64	71.11		1	0	4	0	1	2	0	5	0	8	3	1
119MB 0119	183	2	1.09		0	0	0	0	0	0	0	0	0	0	0	0
119MB - All Mail Precincts	183	118	64.48		4	0	4	0	4	0	3	5	0	10	34	0
120MB 0120	150	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
120MB - All Mail Precincts	150	76	50.67		1	0	1	0	1	0	2	0	0	17	8	0
121MB 0121	120	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
121MB - All Mail Precincts	120	77	64.17		0	0	3	1	3	0	1	3	2	17	2	0
Precinct Totals	9716	1686	17.35		15	32	56	4	13	5	30	73	2	227	256	8
Vote by Mail Totals	8978	3518	39.18		36	46	56	6	21	0	33	165	11	352	884	25
All Mail Precincts Totals	738	447	60.57		6	2	14	1	10	2	6	17	2	62	71	2
Grand Totals	9716	5651	58.16		59	80	126	11	44	7	69	255	15	641	1211	35
CALIFORNIA	9716	5651	58.16		59	80	126	11	44	7	69	255	15	641	1211	35
8th CONGRESSIONAL DISTRICT	9716	5651	58.16		59	80	126	11	44	7	69	255	15	641	1211	35
8th STATE SENATE DISTRICT	9716	5651	58.16		59	80	126	11	44	7	69	255	15	641	1211	35
26th ASSEMBLY DISTRICT	9716	5651	58.16		59	80	126	11	44	7	69	255	15	641	1211	35
1st EQUALIZATION	9716	5651	58.16		59	80	126	11	44	7	69	255	15	641	1211	35
1st SUPERVISOR DISTRICT	2195	1263	57.54		16	16	23	0	5	0	10	60	4	132	274	9
2nd SUPERVISOR DISTRICT	1764	1044	59.18		9	19	17	3	14	0	10	34	6	133	216	8
3rd SUPERVISOR DISTRICT	2392	1399	58.49		10	17	33	3	11	1	15	75	1	147	343	11
4th SUPERVISOR DISTRICT	1868	1083	57.98		16	23	27	3	3	4	8	53	1	109	230	6
5th SUPERVISOR DISTRICT	1497	862	57.58		8	5	26	2	11	2	26	33	3	120	148	1
INYO	9716	5651	58.16		59	80	126	11	44	7	69	255	15	641	1211	35

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***Grand Totals 100017		US SENATOR														
	Registration	Ballots Cast	Turnout (%)		GEORGE C. YANG	JERRY J. LAWS	GAIL K. LIGHTFOOT	MIKE BEIKS	PAMELA ELIZONDO	SCOTT A. VINEBERG	STEVE STOKES	DUF SUNDHEIM	LING LING SHI	LORETTA L. SANCHEZ	PHIL WYMAN	JARRELL WILLIAMSON
BISHOP	1639	966	58.94		9	17	15	3	14	0	10	33	6	128	194	7
UNINCORPORATED	8077	4685	58.00		50	63	111	8	30	7	59	222	8	513	1017	28

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				US SENATOR											
100017	Registration	Ballots Cast	Turnout (%)	THOMAS G. DEL BECCARO	RON UNZ	GREG CONLON	JASON KRAUS	DON KRAMPE	MARK MATTHEW HERD	VON HOUGO	JASON HANANIA	KAMALA D. HARRIS	GAR MYERS	PAUL MERRITT	MASSIE MUNROE
101 0101	678	68	10.03	2	0	0	0	1	0	0	0	25	0	1	1
101 - Vote by Mail	678	344	50.74	10	2	23	2	7	1	2	0	103	0	0	0
102 0102	866	145	16.74	3	0	4	0	2	1	1	0	34	0	0	0
102 - Vote by Mail	866	355	40.99	8	1	12	3	5	4	3	0	82	2	2	0
103 0103	651	111	17.05	7	0	5	0	0	0	3	0	23	0	0	3
103 - Vote by Mail	651	240	36.87	11	0	6	2	3	0	0	0	55	0	0	0
104MB 0104	125	7	5.60	0	0	0	0	0	0	0	0	1	0	0	0
104MB - All Mail Precincts	125	71	56.80	0	0	1	0	4	1	1	1	14	0	0	0
105 0105	838	154	18.38	4	0	7	1	1	0	1	0	35	0	0	0
105 - Vote by Mail	838	356	42.48	3	2	9	1	4	0	4	0	82	0	2	2
106 0106	432	84	19.44	1	0	2	0	0	0	0	1	17	0	3	1
106 - Vote by Mail	432	167	38.66	4	0	3	1	1	1	4	0	49	0	0	2
107 0107	369	73	19.78	1	0	2	0	0	0	1	0	30	0	0	1
107 - Vote by Mail	369	132	35.77	2	0	5	1	0	3	0	0	44	0	0	1
108 0108	867	161	18.57	8	4	4	0	0	0	2	0	39	0	0	2
108 - Vote by Mail	867	388	44.75	8	2	9	0	6	1	3	0	95	0	0	1
109 0109	910	178	19.56	11	2	2	3	0	2	1	0	38	0	0	0
109 - Vote by Mail	910	426	46.81	13	4	24	0	3	0	2	0	85	0	0	5
110 0110	615	154	25.04	0	0	0	0	1	0	0	0	39	1	0	2
110 - Vote by Mail	615	92	14.96	0	0	1	1	0	0	1	0	28	0	0	0
111 0111	394	59	14.97	6	1	2	0	0	0	0	0	9	0	1	0
111 - Vote by Mail	394	192	48.73	4	0	1	3	3	1	3	0	45	0	0	1
112 0112	628	147	23.41	1	0	2	3	2	3	3	0	27	0	1	1
112 - Vote by Mail	628	192	30.57	8	0	10	0	2	0	0	1	47	0	1	3
113 0113	371	82	22.10	2	1	3	0	0	0	2	1	24	0	1	0
113 - Vote by Mail	371	133	35.85	0	1	8	0	4	1	3	0	36	0	2	2
114MB 0114	70	1	1.43	0	0	0	0	0	0	0	0	0	0	0	0
114MB - All Mail Precincts	70	41	58.57	2	1	4	0	0	0	0	0	16	0	1	0
115 0115	405	78	19.26	1	1	0	0	0	0	0	0	27	0	1	0
115 - Vote by Mail	405	158	39.01	1	0	3	2	0	1	1	0	48	0	0	0
116 0116	421	85	20.19	2	0	2	0	1	0	2	1	20	0	0	0
116 - Vote by Mail	421	149	35.39	11	0	1	0	1	1	2	0	35	0	0	0
117 0117	533	97	18.20	4	0	3	1	2	0	1	0	31	0	0	1
117 - Vote by Mail	533	194	36.40	8	0	6	1	2	1	0	0	46	0	2	3
118MB 0118	90	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
118MB - All Mail Precincts	90	64	71.11	0	0	1	0	0	0	0	0	21	1	1	1
119MB 0119	183	2	1.09	0	0	1	0	0	0	0	0	0	0	0	0
119MB - All Mail Precincts	183	118	64.48	6	0	5	0	5	0	0	0	14	0	0	0
120MB 0120	150	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
120MB - All Mail Precincts	150	76	50.67	1	0	1	0	1	0	0	0	26	0	0	1
121MB 0121	120	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
121MB - All Mail Precincts	120	77	64.17	2	0	1	0	0	0	0	1	30	0	0	0
Precinct Totals	9716	1686	17.35	53	9	39	8	10	6	17	3	419	1	8	12
Vote by Mail Totals	8978	3518	39.18	91	12	121	17	41	15	28	1	880	2	9	20
All Mail Precincts Totals	738	447	60.57	11	1	13	0	10	1	1	2	121	1	2	2
Grand Totals	9716	5651	58.16	155	22	173	25	61	22	46	6	1420	4	19	34
CALIFORNIA	9716	5651	58.16	155	22	173	25	61	22	46	6	1420	4	19	34
8th CONGRESSIONAL DISTRICT	9716	5651	58.16	155	22	173	25	61	22	46	6	1420	4	19	34
8th STATE SENATE DISTRICT	9716	5651	58.16	155	22	173	25	61	22	46	6	1420	4	19	34
26th ASSEMBLY DISTRICT	9716	5651	58.16	155	22	173	25	61	22	46	6	1420	4	19	34
1st EQUALIZATION	9716	5651	58.16	155	22	173	25	61	22	46	6	1420	4	19	34
1st SUPERVISOR DISTRICT	2195	1263	57.54	41	3	50	7	18	6	9	0	322	2	3	4
2nd SUPERVISOR DISTRICT	1764	1044	59.18	15	2	29	4	10	5	11	2	272	0	5	7
3rd SUPERVISOR DISTRICT	2392	1399	58.49	40	12	40	4	10	3	9	0	324	1	0	10
4th SUPERVISOR DISTRICT	1868	1083	57.98	25	5	33	8	11	6	12	2	279	0	8	7
5th SUPERVISOR DISTRICT	1497	862	57.58	34	0	21	2	12	2	5	2	223	1	3	6
INYO	9716	5651	58.16	155	22	173	25	61	22	46	6	1420	4	19	34

INYO COUNTY Statement of Vote  
 INY\_20160607\_E

***Grand Totals 100017	US SENATOR															
	Registration	Ballots Cast	Turnout (%)		THOMAS G. DEL BECCARO	RON UNZ	GREG CONLON	JASON KRAUS	DON KRAMPE	MARK MATTHEW HERD	VON HUGO	JASON HANAMIA	KAMALA D. HARRIS	GAR MYERS	PAUL MERRITT	MASSIE MUNROE
BISHOP	1639	966	58.94		15	2	28	4	6	4	10	1	257	0	5	7
UNINCORPORATED	8077	4685	58.00		140	20	145	21	55	18	36	5	1163	4	14	27

100017				US SENATOR											
	Registration	Ballots Cast	Turnout (%)	ELEANOR GARCÍA	TIM GILDERSLEEVE	CLIVE GREY	DON J. GRUNDMANN	PRESIDENT CRISTINA GRAPPO	HERBERT G. PETERS	TOM PALZER	JOHN THOMPSON PARKER	KAREN ROSEBERY	EMORY RODGERS		
101 0101	678	68	10.03	0	0	0	0	4	0	0	0	1	0	0	0
101 - Vote by Mail	678	344	50.74	0	2	2	0	3	1	16	1	1	0	0	0
102 0102	866	145	16.74	0	1	2	1	3	0	9	2	4	0	0	0
102 - Vote by Mail	866	355	40.99	2	0	1	2	3	3	14	3	3	0	0	0
103 0103	651	111	17.05	0	0	0	0	0	0	9	2	4	0	0	0
103 - Vote by Mail	651	240	36.87	0	0	2	0	3	3	14	0	2	0	0	0
104MB 0104	125	7	5.60	0	2	1	0	0	0	0	0	0	0	0	0
104MB - All Mail Precincts	125	71	56.80	0	0	0	0	0	0	6	0	1	0	0	0
105 0105	838	154	18.38	2	0	2	0	3	1	7	0	6	1	0	0
105 - Vote by Mail	838	356	42.48	1	2	4	1	2	4	7	1	9	0	0	0
106 0106	432	84	19.44	5	0	1	1	1	2	1	0	0	0	0	0
106 - Vote by Mail	432	167	38.66	0	0	1	1	3	0	0	0	5	0	0	0
107 0107	369	73	19.78	1	0	2	0	3	0	2	0	2	0	0	0
107 - Vote by Mail	369	132	35.77	1	0	1	0	2	0	3	0	4	0	0	0
108 0108	867	161	18.57	0	0	2	0	3	2	8	1	3	1	0	0
108 - Vote by Mail	867	388	44.75	0	2	3	0	1	3	11	0	11	1	0	0
109 0109	910	178	19.56	0	2	3	0	4	0	12	0	0	0	0	0
109 - Vote by Mail	910	426	46.81	0	1	4	0	2	4	16	1	6	1	0	0
110 0110	615	154	25.04	3	0	2	1	7	3	0	2	5	1	0	0
110 - Vote by Mail	615	92	14.96	0	0	0	1	3	0	4	0	3	0	0	0
111 0111	394	59	14.97	0	0	0	0	2	1	3	0	1	0	0	0
111 - Vote by Mail	394	192	48.73	1	1	5	0	0	0	4	0	2	0	0	0
112 0112	628	147	23.41	4	1	0	0	2	3	12	0	7	0	0	0
112 - Vote by Mail	628	192	30.57	0	0	1	0	0	1	4	0	5	0	0	0
113 0113	371	82	22.10	0	0	0	0	3	0	4	0	0	0	0	0
113 - Vote by Mail	371	133	35.85	0	0	0	0	2	1	6	0	4	0	0	0
114MB 0114	70	1	1.43	1	0	0	0	0	0	0	0	0	0	0	0
114MB - All Mail Precincts	70	41	58.57	0	0	1	0	0	0	3	0	0	0	0	0
115 0115	405	78	19.26	0	1	2	0	1	0	2	0	2	0	0	0
115 - Vote by Mail	405	158	39.01	0	0	1	1	1	5	6	1	1	1	0	0
116 0116	421	85	20.19	1	0	1	0	1	0	5	1	2	1	0	0
116 - Vote by Mail	421	149	35.39	2	0	1	0	1	2	3	2	2	1	0	0
117 0117	533	97	18.20	0	1	1	1	2	2	7	1	0	3	0	0
117 - Vote by Mail	533	194	36.40	4	3	0	0	1	1	6	0	1	0	0	0
118MB 0118	90	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
118MB - All Mail Precincts	90	64	71.11	0	1	1	0	2	0	1	2	1	0	0	0
119MB 0119	183	2	1.09	0	0	0	0	0	0	1	0	0	0	0	0
119MB - All Mail Precincts	183	118	64.48	0	0	0	0	0	0	6	0	2	0	0	0
120MB 0120	150	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
120MB - All Mail Precincts	150	76	50.67	1	0	1	0	2	2	4	0	1	2	0	0
121MB 0121	120	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
121MB - All Mail Precincts	120	77	64.17	0	0	0	0	2	0	0	1	2	0	0	0
Precinct Totals	9716	1686	17.35	17	8	19	3	39	14	82	9	37	7	0	0
Vote by Mail Totals	8978	3518	39.18	11	11	26	6	27	28	114	9	59	4	0	0
All Mail Precincts Totals	738	447	60.57	1	1	3	0	6	2	20	3	7	2	0	0
Grand Totals	9716	5651	58.16	29	20	48	9	72	44	216	21	103	13	0	0
CALIFORNIA	9716	5651	58.16	29	20	48	9	72	44	216	21	103	13	0	0
8th CONGRESSIONAL DISTRICT	9716	5651	58.16	29	20	48	9	72	44	216	21	103	13	0	0
8th STATE SENATE DISTRICT	9716	5651	58.16	29	20	48	9	72	44	216	21	103	13	0	0
25th ASSEMBLY DISTRICT	9716	5651	58.16	29	20	48	9	72	44	216	21	103	13	0	0
1st EQUALIZATION	9716	5651	58.16	29	20	48	9	72	44	216	21	103	13	0	0
1st SUPERVISOR DISTRICT	2195	1263	57.54	2	3	7	3	16	7	62	8	15	0	0	0
2nd SUPERVISOR DISTRICT	1764	1044	59.18	10	4	12	2	14	7	26	1	27	1	0	0
3rd SUPERVISOR DISTRICT	2392	1399	58.49	3	5	14	2	20	12	51	4	28	4	0	0
4th SUPERVISOR DISTRICT	1868	1083	57.98	6	3	10	1	11	11	44	1	22	1	0	0
5th SUPERVISOR DISTRICT	1497	862	57.58	8	5	5	1	11	7	33	7	11	7	0	0
INYO	9716	5651	58.16	29	20	48	9	72	44	216	21	103	13	0	0

INYO COUNTY Statement of Vote  
 INY\_20160607\_E

***Grand Totals 100017	US SENATOR															
	Registration	Ballots Cast	Turnout (%)		ELEANOR GARCIA	TIM GILDERSLEEVE	CLIVE GREY	DON J. GRUNDMANN	PRESIDENT CRISTINA GRAPPO	HERBERT G. PETERS	TOM PALZER	JOHN THOMPSON PARKER	KAREN ROSEBERRY	EMORY RODGERS		
BISHOP	1639	966	58.94		10	2	11	2	14	7	20	1	26	1	0	0
UNINCORPORATED	8077	4685	58.00		19	18	37	7	58	37	196	20	77	12	0	0

June 7, 2016

INY\_20160607\_E

100018		US REPRESENTATIVE 8TH DISTRICT												
	Registration	Ballots Cast	Turnout (%)		ROGER LA PLANTE	TIM DONNELLY	PAUL COOK	JOHN PINKERTON	RITA RAMIREZ					
101 0101	678	68	10.03		2	8	14	5	33					
101 - Vote by Mail	878	344	50.74		15	59	142	24	78					
102 0102	866	145	16.74		9	27	67	8	25					
102 - Vote by Mail	866	355	40.99		24	47	183	18	56					
103 0103	651	111	17.05		6	24	46	5	24					
103 - Vote by Mail	651	240	36.87		6	45	112	10	45					
104MB 0104	125	7	5.60		0	0	2	0	3					
104MB - All Mail Precincts	125	71	56.80		5	6	46	2	8					
105 0105	838	154	18.38		6	30	50	7	49					
105 - Vote by Mail	838	356	42.48		23	45	152	21	83					
106 0106	432	84	19.44		13	8	19	2	38					
106 - Vote by Mail	432	167	38.66		21	13	51	8	56					
107 0107	369	73	19.78		2	3	23	7	29					
107 - Vote by Mail	369	132	35.77		11	20	40	8	39					
108 0108	867	161	18.57		9	32	63	7	47					
108 - Vote by Mail	867	389	44.75		24	38	199	19	78					
109 0109	910	179	19.56		11	52	62	7	38					
109 - Vote by Mail	910	426	46.81		13	57	252	15	65					
110 0110	615	154	25.04		10	8	56	15	55					
110 - Vote by Mail	615	92	14.96		4	10	38	5	30					
111 0111	394	59	14.97		1	15	23	1	16					
111 - Vote by Mail	394	192	48.73		6	43	97	11	26					
112 0112	628	147	23.41		9	22	71	9	25					
112 - Vote by Mail	628	192	30.57		13	28	83	16	41					
113 0113	371	82	22.10		4	17	30	9	20					
113 - Vote by Mail	371	133	35.85		7	19	65	1	31					
114MB 0114	70	1	1.43		0	0	0	0	1					
114MB - All Mail Precincts	70	41	58.57		4	6	10	2	14					
115 0115	405	78	19.26		3	13	35	9	16					
115 - Vote by Mail	405	158	39.01		13	13	77	13	34					
116 0116	421	85	20.19		6	14	33	7	21					
116 - Vote by Mail	421	149	35.39		15	14	60	13	34					
117 0117	533	97	18.20		5	12	42	12	22					
117 - Vote by Mail	533	194	36.40		20	22	89	13	41					
118MB 0118	90	0	0.00		0	0	0	0	0					
118MB - All Mail Precincts	90	64	71.11		6	6	17	7	23					
119MB 0119	183	2	1.09		0	1	1	0	0					
119MB - All Mail Precincts	183	118	64.48		3	23	60	5	17					
120MB 0120	150	0	0.00		0	0	0	0	0					
120MB - All Mail Precincts	150	76	50.67		10	3	26	7	26					
121MB 0121	120	0	0.00		0	0	0	0	0					
121MB - All Mail Precincts	120	77	64.17		8	10	10	8	33					
Precinct Totals	9716	1696	17.35		96	286	637	110	462					
Vote by Mail Totals	8978	3518	39.18		215	473	1640	195	737					
All Mail Precincts Totals	738	447	60.57		36	54	169	31	121					
Grand Totals	9716	5651	58.16		347	813	2446	336	1320					
CALIFORNIA	9716	5651	58.16		347	813	2446	336	1320					
8th CONGRESSIONAL DISTRICT	9716	5651	58.16		347	813	2446	336	1320					
8th STATE SENATE DISTRICT	9716	5651	58.16		347	813	2446	336	1320					
26th ASSEMBLY DISTRICT	9716	5651	58.16		347	813	2446	336	1320					
1st EQUALIZATION	9716	5651	58.16		347	813	2446	336	1320					
1st SUPERVISOR DISTRICT	2195	1263	57.54		62	210	564	70	261					
2nd SUPERVISOR DISTRICT	1764	1044	59.18		81	125	383	55	305					
3rd SUPERVISOR DISTRICT	2392	1399	58.49		71	197	670	68	313					
4th SUPERVISOR DISTRICT	1868	1083	57.98		60	176	491	71	224					
5th SUPERVISOR DISTRICT	1497	862	57.58		73	105	338	72	217					
INYO	9716	5651	58.16		347	813	2446	336	1320					

INYO COUNTY Statement of Vote  
 INY\_20160607\_E

***Grand Totals 100018		US REPRESENTATIVE 8TH DISTRICT													
		Registration	Ballots Cast	Turnout (%)		ROGER LA PLANTE	TIM DONNELLY	PAUL COOK	JOHN PINKERTON	RITA RAMIREZ					
BISHOP	1639	966	58.94		76	119	335	53	294						
UNINCORPORATED	8077	4685	58.00		271	694	2111	283	1026						

STATE ASSEMBLY 26TH DISTRICT													
100019	Registration	Ballots Cast	Turnout (%)		RUBEN MACARENO	DEVON MATHIS	RUDY MENDOZA						
101 0101	678	68	10.03		39	17	6						
101 - Vote by Mail	678	344	50.74		124	121	56						
102 0102	866	145	16.74		39	64	23						
102 - Vote by Mail	866	355	40.99		104	135	74						
103 0103	651	111	17.05		32	54	12						
103 - Vote by Mail	651	240	36.87		61	100	42						
104MB 0104	125	7	5.60		3	0	2						
104MB - All Mail Precincts	125	71	56.80		15	30	17						
105 0105	838	154	18.38		64	49	24						
105 - Vote by Mail	838	356	42.48		128	128	63						
106 0106	432	84	19.44		46	23	8						
106 - Vote by Mail	432	167	38.66		75	45	25						
107 0107	369	73	19.78		39	16	10						
107 - Vote by Mail	369	132	35.77		56	40	16						
108 0108	867	161	18.57		55	74	18						
108 - Vote by Mail	867	388	44.75		105	154	72						
109 0109	910	178	19.56		54	83	29						
109 - Vote by Mail	910	426	46.81		91	225	57						
110 0110	615	154	25.04		87	23	31						
110 - Vote by Mail	615	92	14.96		42	24	17						
111 0111	394	59	14.97		14	26	9						
111 - Vote by Mail	394	192	48.73		40	76	55						
112 0112	628	147	23.41		50	45	37						
112 - Vote by Mail	628	192	30.57		61	73	29						
113 0113	371	82	22.10		35	29	9						
113 - Vote by Mail	371	133	35.85		38	67	15						
114MB 0114	70	1	1.43		0	0	0						
114MB - All Mail Precincts	70	41	58.57		16	14	6						
115 0115	405	78	19.26		25	31	10						
115 - Vote by Mail	405	158	39.01		53	67	23						
116 0116	421	85	20.19		34	31	14						
116 - Vote by Mail	421	149	35.39		61	42	29						
117 0117	533	97	18.20		36	39	15						
117 - Vote by Mail	533	194	36.40		67	72	41						
118MB 0118	90	0	0.00		0	0	0						
118MB - All Mail Precincts	90	64	71.11		35	13	5						
119MB 0119	183	2	1.09		0	2	0						
119MB - All Mail Precincts	183	118	64.48		25	54	26						
120MB 0120	150	0	0.00		0	0	0						
120MB - All Mail Precincts	150	76	50.67		46	15	7						
121MB 0121	120	0	0.00		0	0	0						
121MB - All Mail Precincts	120	77	64.17		48	13	7						
Precinct Totals	9716	1686	17.35		652	606	257						
Vote by Mail Totals	8978	3518	39.18		1106	1369	614						
All Mail Precincts Totals	738	447	60.57		185	139	68						
Grand Totals	9716	5651	58.16		1943	2114	939						
CALIFORNIA	9716	5651	58.16		1943	2114	939						
8th CONGRESSIONAL DISTRICT	9716	5651	58.16		1943	2114	939						
8th STATE SENATE DISTRICT	9716	5651	58.16		1943	2114	939						
26th ASSEMBLY DISTRICT	9716	5651	58.16		1943	2114	939						
1st EQUALIZATION	9716	5651	58.16		1943	2114	939						
1st SUPERVISOR DISTRICT	2195	1263	57.54		399	491	213						
2nd SUPERVISOR DISTRICT	1764	1044	59.18		426	331	165						
3rd SUPERVISOR DISTRICT	2392	1399	58.49		434	583	224						
4th SUPERVISOR DISTRICT	1868	1083	57.98		332	428	193						
5th SUPERVISOR DISTRICT	1497	862	57.58		352	281	144						
INYO	9716	5651	58.16		1943	2114	939						















**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:** Marvin Moskowitz, Director, Environmental Health Services

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Purchase of Vehicle for CUPA Program

**DEPARTMENTAL RECOMMENDATION:**

Request your Board authorize the purchase of a new Toyota Rav 4 AWD hybrid vehicle from Perry Motors in the amount of \$29,644.03, contingent upon the Boards' adoption of the FY 16/17 budget and authorize the Assistant County Administrator to sign all purchase documents.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Motor Pool sought bids for the purchase of a new Toyota Rav 4 AWD hybrid vehicle from several vendors. Perry Motors provided the only response. The bid price was \$29,644.03.

Inyo County Environmental Health applied for an Environmental Trust Fund grant from the California EPA in December, 2015 for the purchase of a new Toyota Rav 4 hybrid vehicle for use exclusively in the CUPA program. The grant was awarded in May, 2016 in the applied for amount of \$29,104.03. This was the estimate given by the dealer at the time of the grant application. Since that time the price has gone up to \$29,644.03. Environmental Health has budgeted the remaining \$540 cost in the FY 16/17 budget.

**ALTERNATIVES:**

Your Board could choose to not purchase the vehicle, in which case Environmental Health would decline the grant.

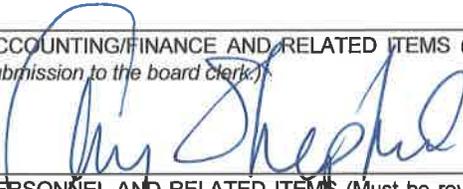
**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

The CalEPA grant of \$29,104.03 will cover most of the vehicle cost. Environmental Health has budgeted \$540 in it's FY 16/17 budget proposal to cover the remaining cost of the vehicle.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>Yes</u> Date <u>6/10/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** M. Markowicz/Reacts Date: 6/13/16  
(Not to be signed until all approvals are received)



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

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

13

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT: Amendment A01 to Contract between County of Inyo and the California Department of Public Health for Woman, Infants and Children (WIC)**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve Amendment A01 to the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Woman, Infants, and Children (WIC) Contract, increasing the annual amount payable in years 2 thru 4 from \$364,486 to \$371,774 for a total amount not to exceed \$1,479,808 for the period of October 1, 2015 through September 30, 2019, contingent upon Board's approval of future budgets; and authorize Jean Turner, Director of Health and Human Services to sign Standard Agreement No. 15-10070, amendment A01.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

The contract is a four-year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

The purpose of this amendment is to amend all 84 WIC subvention contracts to increase funding based on the Consumer Price Index. A two percent (2%) increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate each agency's funding totals this allows the contractor to perform more of the same services. The increase will start in Year Two of the contract and will be continued in Years Three and Four.

This amendment also reflects shifting of funds between expense categories in Year One of the contract due actual expenditures costs.

**ALTERNATIVES:**

Your Board could choose not to approve the amendment which would mean that the county would not be able to claim the additional 2% per year.

**OTHER AGENCY INVOLVEMENT:**

The program works cooperatively with other Health and Human Services Programs such as Public Health, First Five, as well as Toiyabe Indian Health Project and other Community organizations.

**FINANCING:**

This program is 100% federally funded through the State of California. There are no county general funds. This revenue will be budgeted in WIC (641915/641916) in object code Federal Grants (4555).

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>06/14/2016</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>6/15/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Jean Turner Date: 6-16-16

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213A (Rev 6/03)

Check here if additional pages are added: 6 Page(s)

Agreement Number <b>15-10070</b>	Amendment Number <b>A01</b>
Registration Number:	

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

State Agency's Name <b>California Department of Public Health</b>	Also known as CDPH or the State
Contractor's Name	(Also referred to as Contractor)
County of Inyo	
2. The term of this **October 1, 2015** through **September 30, 2019** Agreement is:
3. The maximum amount of this **\$ 1,479,808** Agreement after this amendment is: **One Million Four Hundred Seventy Nine Thousand Eight Hundred Eight Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Purpose of amendment:** The purpose of this amendment is to amend all 84 WIC subvention contracts to increase funding based on the Consumer Price Index. A two 2% increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate each agency's funding totals this allows the contractor to perform more of the same services. The increase will start in Year Two of the contract and will be continued in Years Three and Four.

This amendment also reflect shifting of funds between expense categories in Year One of the contract due actual expenditures costs.

II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>	<b>CALIFORNIA</b> Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)	
County of Inyo	
By (Authorized Signature)	Date Signed (Do not type)
	
Printed Name and Title of Person Signing	
Jean Turner, Director, Inyo County Department of Health and Human Services	
Address	
568 W. Line Street Bishop, CA 93514	
<b>STATE OF CALIFORNIA</b>	
Agency Name	
California Department of Public Health	
By (Authorized Signature)	Date Signed (Do not type)
	
Printed Name and Title of Person Signing	
Yolanda Murillo, Chief, Contracts Management Unit	
Address	
1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377	
<input type="checkbox"/> Exempt per:	

**III. Exhibit A, Scope of Work, revised as follows:**

Provisions 2 Definitions, K and FF through LL as follows:

**2. Definitions**

- K. Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, ~~(including fixed and satellite sites)~~, Administrative Sites, Training Centers, Warehouses and Storage Areas.
- FF. WIC Clinic Sites** - A site that is solely designated for WIC services. ~~This includes fixed clinic sites and satellite clinic sites.~~
- ~~GG. WIC Clinic Sites (Fixed) - A site that is solely designated for WIC services (e.g., a room or suite of rooms in a health center or business mall).~~
- ~~HH. WIC Clinic Sites (Satellite) - A site that is not designated solely for WIC services, such as a community center, church, or library. Staff must set up and take down equipment (e.g., laptops and printers).~~
- ~~II. GG. WIC Director~~ - The Contractor's manager who is responsible for day-to-day WIC Programs operations.
- ~~JJ. HH. WIC Program~~ means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.
- ~~KK. II. WNA~~ means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- ~~LL. JJ. WPPM~~ means the WIC Policy and Procedure Manual.

Provision 4.B. Services Hours:

**4. Service Hours**

- B.** When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated. ~~and the changes are reflected on the CDPH/WIC Division website.~~

Provision 5.A.and B. Project Representatives

**5. Project Representatives**

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

California Department of Public Health	County of Inyo Department of Health and Human Services
<p><del>Lisa Widmark</del> <b>Afiya Boswell</b>            Contract Manager</p> <p>Telephone: <del>(916) 928-8527</del> <b>916-928-8887</b>            Fax: (916) 263-3314            E-mail: <del>Lisa.Widmark@cdph.ca.gov</del>  <b>Afiya.Boswell@cdph.ca.gov</b></p>	<p>Jean Turner            Director, Inyo Department of Health and Human Services</p> <p>Telephone: (760) 873-3305            Fax: (760) 873-6505            E-mail: jturner@inyocounty.us</p>

B. Direct all inquiries to:

California Department of Public Health	County of Inyo Department of Health and Human Services
<p>CDPH/WIC Division</p> <p>Attention: <del>Lisa Widmark</del> <b>Afiya Boswell</b>            Local Operations Section</p> <p>3901 Lennane Drive            Sacramento, CA 95834</p> <p>Telephone: <del>(916) 928-8527</del> <b>916-928-8887</b>            Fax: (916) 263-3314            E-mail: <del>Lisa.Widmark@cdph.ca.gov</del>  <b>Afiya.Boswell@cdph.ca.gov</b></p>	<p>County of Inyo Department of Health and Human Services</p> <p>Attention: Anna Scott            Health and Human Services Deputy Director- Public Health and Prevention            207 A. W. South St.            Bishop, CA 93514</p> <p>Telephone: (760) 873-7868            Fax: (760) 873-7800            E-mail: ascott@inyocounty.us</p>

Provision 6.A.8), and 19)c

**6. Contractor Responsibilities**

**A. Administrative Contract Requirements**

**8) Travel**

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at remote WIC clinic sites; and provide community outreach activities.

**19) Motor Vehicles and Vehicle Maintenance**

c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph ~~34~~.B.

Provision 6.A.24) has been added as follows:

#### **A. Administrative Contract Requirements**

- 24) Release of Contractor's WIC Administrative data for inclusion in a third-party data reporting system (only applies to WIC Local Agencies that elect to use a third-party data reporting system).
- a) If the Contractor elects to use a third-party data reporting system, the Contractor must:
- i) Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);
  - ii) Using the sample agreement template provided by CDPH/WIC Exhibit A, Attachment II), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;
  - iii) Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;
  - iv) Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and
  - v) To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, revised as follows:

#### **Task 2: Nutrition Education:**

#### **Activities to Support the Objective**

Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, § 6.A.6).

## Task 5: Outreach:

### Deliverables

- B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, § 6.A.6).

## Task 6: WIC Vender Technical Assistance and Support:

### Activities to Support the Objective

Function 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly Technical Assistance (TA) site visits, serving as a resource to existing WIC authorized vendors (vendor) both during the TA site visit and upon request in between onsite visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

~~Function 5: Participate in and document vendor-related projects on an as-needed basis.~~

### Deliverables

- A. Assist the Contractor's Training Coordinator to ~~E~~ ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- C. Meet a minimum 90 percent performance standard of TA vendor onsite visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.
- D. Document results of every TA WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- ~~G. Document results of vendor-related project outcomes and submit to the CDPH/WIC Division as required.~~
- ~~H.G.~~ Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.
- ~~I. H.~~ Include LVL activities in the Semi-annual Report.

## Task 7: Farmers' Market Nutrition Program:

### Activities to Support the Objective

Function 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

**Task 9: Regional Breastfeeding Liaison Program – (N/A Not Applicable - Not part of this contract, Content intentionally omitted)**

**Objective:** The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotion as defined by the agency's RBL Plan of Action. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

**Activities to Support the Objective**

Function 1: The RBL will serve as a breastfeeding subject matter expert and WIC liaison to promote WIC Program services and resources within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care. (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, ~~community-based organizations, public health departments, health clinics, hospitals, businesses, etc.~~).

Function 2: The RBL will work with health care providers to improve their understanding of breastfeeding and WIC's role as a breastfeeding resource and to increase referrals.

**Deliverables**

- A. Contractor shall develop an RBL Plan of Action using the CDPH/WIC Division's RBL Plan of Action template.
- E. RBL shall participate in meetings, webinars, conferences, webinars and conference calls as requested required by the CDPH/WIC Division. As funding allows, also attend approved conferences, for e.g., the California Breastfeeding Summit and California WIC Association (CWA) conferences.

**V. Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System (Sample Agreement), is hereby augmented into this agreement.**

**VI. Exhibit B - Budget Detail and Payment Provisions, revised as follows:**

Provision 1.B. and E.

**1. Invoice and Payment**

- B. Contractor shall submit one (1) original invoice, in arrears, not more frequently than monthly, unless an alternative period has been approved in writing, in advance, by the CDPH/WIC Division. Each monthly invoice shall include the Contractor's Agreement Number and shall be submitted for payment no more than forty-five (45) calendar days following the close of each billing period. Invoices are to be submitted to:

California Department of Public Health  
WIC Division  
Attention: Local Operations Section, Contract Manager

3901 Lennane Drive  
Sacramento, CA 95834

- E. The invoice shall be signed by the Contractor's invoice preparer ~~WIC Director~~ and the Agency Director (or designee). If a designee signs an invoice for the Agency Director, a letter signed by the Agency Director shall be on file to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Provision 4.A. Amounts Payable revised as follows:

#### **4. Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

- 1) \$364,486 for the budget period of 10/1/2015 through 9/30/2016.
- 2) ~~\$364,486~~ **\$371,774** for the budget period of 10/1/2016 through 9/30/2017.
- 3) ~~\$364,486~~ **\$371,774** for the budget period of 10/1/2017 through 9/30/2018.
- 4) ~~\$364,486~~ **\$371,774** for the budget period of 10/1/2018 through 9/30/2019.

**XII. Exhibit B, Attachment I and II, Budgets have been revised in its entirety as attached.**

**XIII. Exhibit B, Attachment IV, Invoice Sample has been revised in its entirety as attached.**

Exhibit B, Attach II A1  
Detail Worksheet

Personnel	Position Title	Exhibit A SOW 6.A	Exhibit A Attach I	Current Base Annual Salary		Current Base Annual Salary Amend A-01		Current Base Annual Salary Maximum Amend A-01	FTE	FTE Amend A-01	Year 1		Year 2		
				Minimum	Maximum	Minimum	Maximum				Budget	Budget Amend A-01	Budget	Budget Amend A-01	FTE
	Office Technician III	13, 17, 18		43,716	44,592	53,196	54,264	54,264	0.05		2,482	2,482	2,482	2,509	0.05
	WIC Program Manager/Registered Dietician (2)	1-22	1-9	59,772	57,912	59,000	70,380	70,380	0.90		65,983	65,983	1,744	67,727	0.90
	WIC Nutrition Assistant (1) (2)	1-6,8	1-8	34,704	41,652	42,204	50,592	50,592	1.00		47,254	47,254	875	48,129	1.00
	WIC Director	1-12	1-9	79,524	81,120	98,536	98,568	98,568	0.05		4,591	4,591	413	5,004	0.05
	WIC Nutrition Assistant (1)	1-6,8	1-8	40,836	41,652	49,596	50,592	50,592	1.00		48,335	48,335	3,450	51,785	1.00
	Office Technician II	13,17,18		39,876	40,668	48,444	49,416	49,416	0.10		4,807	4,807	253	5,060	0.10
	Overtime (3)														
	<b>Total Salaries and Wages</b>					<b>173,452</b>					<b>173,452</b>		<b>6,762</b>	<b>180,214</b>	
	<b>Fringe Benefits (4)</b>														
	<b>Total Personnel</b>														
	<b>Operating Expenses</b>														
	Minor Equipment (5)	17, 18	1-9	EXHIBIT C, 17, 18											
	General Office Expenses	7	1-9												
	Travel	8													
	Professional Certifications	4, 5													
	Outreach														
	Media/Promotion	6													
	Program Materials	6, 19													
	Vehicle Maintenance (6)	8, 10, 12-14													
	Audit	11													
	<b>Facility Costs (See Exhibit B Attach III for breakdown) (7)</b>														
	<b>Total Operating Expenses</b>														
	Major Equipment (8) unit cost must be \$5,000 or more														
	Telephone System	17	1-9	Exhibit A Attach I											
	Information Technology Equipment	17, 18, 20													
	Vehicle (S)	21													
	Photocopy Equipment	8, 17, 18, 19													
	6, 17, 18														
	<b>Total Major Equipment</b>														
	<b>Subcontracts (9)</b>														
	<b>Total Subcontracts</b>														
	<b>Total Indirect Costs</b>														
	<b>Total Costs</b>														

① Bilingual - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.  
 ② Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.  
 ③ Overtime - is budgeted for up to a 3% increase for each year.  
 ④ Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.  
 ⑤ Minor Equipment - Desks, Computers, Chairs, Tables, Modular furniture, Monitors and Printers- Refer to Exhibit D(F) Page 3, Paragraph 3  
 ⑥ Vehicle Maintenance - maintenance over \$500 will need CDPH/WIC Division approval.  
 ⑦ Facility Costs - Includes Rent, Janitorial, Security, Maintenance and Utilities  
 ⑧ Major Equipment - Refer to Exhibit D(F) page 3, Paragraph 3 for instructions. Vehicle(S)-will be used for Facility Site Visits, Conferences, Trainings, and Outreach. Unit cost must be \$5,000 or more.  
 ⑨ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.

Personnel	Year 3 10/1/2017 - 9/30/2018				Year 4 10/1/2018 - 9/30/2019				Totals	Totals Adl.	Totals Amend A-01
	FTE Amend A-01	Budget	Budget Adl.	Budget Amend A-01	FTE Amend A-01	Budget	Budget Adl.	Budget Amend A-01			
Office Technician III	2,482	27	2,509	2,562	27	2,509	2,562	5,928	81	18,009	
WIC Program Manager/Registered Dietician (2)	65,983	1,744	67,727	65,983	1,744	67,727	65,983	263,932	5,232	269,164	
WIC Nutrition Assistant (1) (2)	47,254	875	48,129	47,254	875	48,129	47,254	189,016	2,625	191,641	
WIC Director	4,591	413	5,004	4,591	413	5,004	4,591	18,354	1,233	18,603	
WIC Nutrition Assistant (1)	48,335	3,450	51,785	48,335	3,450	51,785	48,335	193,340	10,350	203,690	
Office Technician II	4,807	253	5,060	4,807	253	5,060	4,807	19,228	759	19,987	
Overtime (3)	-	-	-	-	-	-	-	-	-	-	
<b>Total Salaries and Wages</b>	<b>173,452</b>	<b>6,782</b>	<b>180,214</b>	<b>173,452</b>	<b>6,782</b>	<b>180,214</b>	<b>173,452</b>	<b>693,808</b>	<b>20,288</b>	<b>714,094</b>	
Fringe Benefits (4)	-	-	-	-	-	-	-	-	-	-	
<b>Total Personnel</b>	<b>97,341</b>	<b>55,213%</b>	<b>99,501</b>	<b>97,341</b>	<b>55,213%</b>	<b>99,501</b>	<b>97,341</b>	<b>389,364</b>	<b>6,480</b>	<b>395,844</b>	
Operating Expenses	270,733	279,716	279,716	270,733	279,716	279,716	270,733	1,083,172	6,480	1,089,652	
Minor Equipment (5)	2,000	(2,000)	-	2,000	(2,000)	-	2,000	8,000	(6,000)	2,000	
General Office Expenses	22,677	3,745	26,422	22,677	3,745	26,422	22,677	90,708	11,235	101,943	
Travel	1,820	(3,754)	1,820	1,820	(3,754)	1,820	1,820	7,280	-	7,280	
Professional Certifications	8,180	725	4,426	8,180	725	4,426	8,180	32,720	(11,262)	21,458	
Outreach	1,000	725	1,000	1,000	725	1,000	1,000	2,900	-	2,900	
Media/Promotion	1,100	1,100	1,100	1,100	1,100	1,100	1,100	4,400	-	4,400	
Program Materials	3,000	3,000	3,000	3,000	3,000	3,000	3,000	12,000	-	12,000	
Vehicle Maintenance (6)	3,700	(606)	3,094	3,700	(606)	3,094	3,700	14,800	(1,818)	12,982	
Audit	-	-	-	-	-	-	-	-	-	-	
Facility Costs (See Exhibit B Attach III for breakdown) (7)	19,704	-	19,704	19,704	-	19,704	19,704	78,816	-	78,816	
<b>Total Operating Expenses</b>	<b>63,906</b>	<b>(2,615)</b>	<b>61,291</b>	<b>63,906</b>	<b>(2,615)</b>	<b>61,291</b>	<b>63,906</b>	<b>255,624</b>	<b>(7,845)</b>	<b>247,779</b>	
Major Equipment (8) unit cost must be \$5,000 or more	Budget	Budget Adl.	Budget Amend A-01	Budget	Budget Adl.	Budget Amend A-01	Budget	Budget Adl.	Budget Amend A-01	Budget Amend A-01	
Telephone System	-	-	-	-	-	-	-	-	-	-	
Information Technology Equipment	-	-	-	-	-	-	-	-	-	-	
Vehicle (9)	-	-	-	-	-	-	-	-	-	-	
Photocopy Equipment	-	-	-	-	-	-	-	-	-	-	
<b>Total Major Equipment</b>	-	-	-	-	-	-	-	-	-	-	
Subcontracts (9)	Budget	Budget Adl.	Budget Amend A-01	Budget	Budget Adl.	Budget Amend A-01	Budget	Budget Adl.	Budget Amend A-01	Budget Amend A-01	
<b>Total Subcontracts</b>	-	-	-	-	-	-	-	-	-	-	
Total Indirect Costs	Budget	Percent Amend A-01	Budget Amend A-01	Budget	Percent Amend A-01	Budget Amend A-01	Budget	Percent Amend A-01	Budget Amend A-01	Budget Amend A-01	
<b>Total Costs</b>	<b>29,787</b>	-	<b>30,768</b>	<b>29,787</b>	<b>11,0000%</b>	<b>30,768</b>	<b>29,787</b>	<b>119,148</b>	<b>2,943</b>	<b>122,091</b>	
	<b>364,486</b>	-	<b>371,774</b>	<b>364,486</b>	-	<b>371,774</b>	<b>364,486</b>	<b>1,457,944</b>	-	<b>1,479,808</b>	

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- 2
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**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

*Template*  
Service Agreement for Third Party Entity's Data  
Reporting System

Between  
Third Party Entity  
And  
California WIC Local Agency

This Fee for Service Agreement (this "Agreement") is made and entered into as of date by and between Third Party Entity and California WIC Local Agency, the party identified under Section I as the "Customer" for the purpose of this Agreement.

**IDENTITY OF CUSTOMER:**

Legal Name: \_\_\_\_\_  
DBA of Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Email of Customer: \_\_\_\_\_  
Name of Customer Contact: \_\_\_\_\_  
Phone Number of Customer Contact: \_\_\_\_\_

**IDENTITY OF THIRD PARTY ENTITY:**

Legal Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Data Reporting System Name: \_\_\_\_\_  
Project Director Name: \_\_\_\_\_

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

Project Director Phone #: \_\_\_\_\_  
Project Director Email Address: \_\_\_\_\_  
Contract Manager Name: \_\_\_\_\_  
Contract Manager Email Address: \_\_\_\_\_

**I. Term and Termination**

Term: The term of this Agreement shall begin after signed by both parties and it shall remain in effect for four (4) years.

Termination without Cause: Either party may terminate this Agreement at any time and for any reason with at least thirty (30) calendar days prior written notice to the other party.

Termination for Cause: With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- i. A material violation or breach of this Agreement by the other party which is not cured within 15 calendar days after written notice from the terminating party.

**II. Scope of Work**

The above Customer gives permission to Third Party Entity to download and access their Standard Local Agency Dataset (SLAD) on a monthly basis from the California Department of Public Health's data system. Third Party Entity System Administrators will have access to the Customer's WIC data contained in the SLAD files, and said files will reside at Third Party Entity for the purpose of this project.

Customer's SLAD data, containing WIC participant identifiable information, will not be shared with any entity outside of this Customer without written permission.

Third Party Entity will use the SLAD files to generate a standard set of caseload reports for this Customer and will provide the Customer access to those reports on a secure website.

This Customer will only have access to detailed reports on its own participant data. Some reports may contain aggregated data from other California Local WIC Agencies also using the Third Party Entity's Data Reporting System for comparison of overall statistics. Individual California Local WIC Agencies are not identified in these aggregated data reports, and the Third Party Entity's Data Reporting System will only display aggregated data from other California Local WIC agencies for comparison purposes if the Third Party Entity's Data Reporting System includes 10 or more California Local WIC Agencies.

The following services will be provided by the Third Party Entity:

1. Third Party Entity will host and provide support (including backup, recovery and periodic software updates) for the Third Party Entity's Data Reporting System.

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

2. Third Party Entity will add all new users to the system as User Security Affidavits (USA) are received from this Customer.

**III. Cost**

Third Party Entity will invoice the Customer on an annual basis, and payment will be due from the Customer upon receipt of invoice for services.

Formula used to determine cost per year: \_\_\_\_\_

The total cost for this Customer for a full year will be: \$ \_\_\_\_\_

**IV. Indemnification**

Each party shall indemnify, defend and hold harmless the other party and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of the Indemnifying Party, its officers, directors or employees in connection with this Agreement.

**V. Insurance**

Third Party Entity shall obtain and maintain on file in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

1. Workers' Compensation insurance.
  - a. E.L. Each Accident \$1,000,000
  - b. E.L. Disease EA Employee \$1,000,000
  - c. E.L. Disease Policy Limit \$1,000,000.
2. Liability insurance. Third Party Entity shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and with an A.M. Best rating of A:VII or better, or equivalent self-insurance.
3. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Third Party Entity or any officer, agent, or employee of Third Party Entity under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

4. Professional Liability/Errors and Omissions. Third Party Entity shall provide professional liability or errors and omissions insurance for all activities of Third Party Entity arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
5. Comprehensive Automobile Liability Insurance. If Third Party Entity's obligations under this Agreement shall involve the operation of owned, hired, leased and/or non-owned vehicles, Third Party Entity shall provide comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Third Party Entity's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

**VI. Confidentiality**

1. Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by Third Party Entity which relates to the Customer's past, present, and future activities, as well as activities under this Agreement. Third Party Entity shall hold all such information as Third Party Entity may receive or create, if any, in trust and confidence, except with the prior written approval of the Customer, as expressed through the identified contact for this Agreement. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Third Party Entity shall delete all online data which contains any such confidential information, except that Third Party Entity may retain for its files a copy of Third Party Entity's work product if such product has been made available to the public by the customer.
2. Protection of Personally Identifiable Information and Protected Health Information.
  - a. This software system does not contain any Protected Health Information (PHI) and is therefore not constrained by HIPAA regulations.
  - b. This software system does contain information managed by The California Department of Public Health, The Special Supplemental Nutrition Program for Women, Infants and Children (CDPH/WIC) and all data shall be managed and kept confidential according to the rules governing CDPH/WIC.
  - c. Third Party Entity shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of the Customer's information; these standards, will, at a minimum, conform to CDPH's standards as outlined in its *Information Privacy and Security Requirements (For Non-HIPAA/HITECH Act Contracts)*. This document is the standard Exhibit G included in the October 2015 – September 2019 contracts between CDPH/WIC and each WIC Local Agency.
  - d. Third Party Entity agrees to notify the Customer immediately of any unauthorized access to or disclosure of WIC information that it becomes aware of.
  - e. Third Party Entity will be responsible for all costs associated with Third Party

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

Entity's breach of the security and the privacy of the Customer's WIC information, or its unauthorized access to or disclosure, including, but not limited to, mitigation of the breach, cost to the Customer of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations.

**VII. Notices**

Notices shall be delivered in person, via email or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by email/mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**Customer**

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**Third Party Entity**

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**VIII. Venue**

This Agreement is entered into in Third Party Entity's County, California. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Third Party Entity's County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Third Party Entity's County, California and waives any defense of forum non conveniens.

**IX. Access to Records/Retention**

The Customer, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Third Party Entity which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Third Party Entity shall maintain all required Agreement related records for at least seven (7) years

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

after the Customer makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

WIC data contained in the system shall be retained for one (1) year after the termination of the Agreement unless otherwise requested by the Customer.

**X. Administration**

The below signed parties certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The individual signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

**Third Party Entity:**

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Customer:**

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Exhibit B, Attachment IV A1  
Invoice Sample**

County of Inyo  
15-10070 A01  
California Department of Public Health  
Women, Infants and Children Division  
3901 Lermans Drive, Sacramento, CA 95834

**WIC PROGRAM INVOICE**  
Budget Period 10/01/15 - 09/30/16

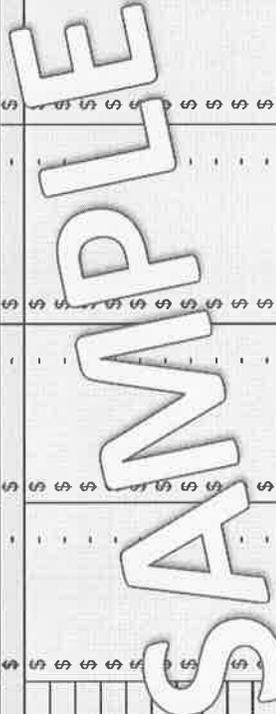
**Contractor's Name:**  
**Contractor's Address:**

Sample Local Agency  
1234 WIC Road  
Sacramento, CA 958234

**Invoice Date:**  
**Invoice Number:**  
**Contract Number:**  
**Vendor Number:**  
**Billing Period:**

#01  
15-12345  
0000001234-56

Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Total Amount Requested	Year to Date Invoiced	Remaining Budgeted Amount
<b>PERSONNEL</b>	\$ -				\$ -
Total Salaries & Wages	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OPERATING EXPENSES</b>	\$ -				\$ -
Minor Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
General Office Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Certifications	\$ -	\$ -	\$ -	\$ -	\$ -
Outreach	\$ -	\$ -	\$ -	\$ -	\$ -
Media/Promotion	\$ -	\$ -	\$ -	\$ -	\$ -
Program Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Audit	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Costs	\$ -	\$ -	\$ -	\$ -	\$ -
<b>MAJOR EQUIPMENT</b>	\$ -				\$ -
Telephone System	\$ -	\$ -	\$ -	\$ -	\$ -
Information Technology Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle(s)	\$ -	\$ -	\$ -	\$ -	\$ -
Photocopy Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBCONTRACTS</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INDIRECT COSTS</b> (Maximum 13.8% of Total Personnel Costs)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -



By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Sign in BLUE INK only.

Preparer's Signature	Preparer's Telephone	Agency Director's Signature	Date
Print Preparer's Name	Preparer's Email	Print Agency Director's Name	
<b>FOR STATE USE ONLY - APPROVED FOR PAYMENT</b>			
15-53303-5510-741-01-10557L-15	Local Assistance	15-53300-5510-741-01-10572L-15	FMINP
Billing Code		Billing Code	
\$	Amount	\$	Amount
Date	Date	Date	Date
Contract Manager Signature	Date	Page #	Signature

**Exhibit B, Attachment IV A1  
Invoice Sample**

County of Inyo  
15-10070 A01  
California Department of Public Health  
Women, Infants and Children Division  
3801 Lemmane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE  
Budget Period 10/01/15 - 09/30/16

**Contractor's Name:**  
**Contractor's Address:**

Sample Local Agency  
1234 WIC Road  
Sacramento, CA 958234

**Invoice Date:**  
**Invoice Number:**  
**Contract Number:**  
**Vendor Number:**  
**Billing Period:**

#01
15-12345
0000001234-56

**Exhibit B, Attachment IV A1  
Invoice Sample**

County of Inyo  
15-10070 A01  
California Department of Public Health  
Women, Infants and Children Division  
3901 Lennane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE  
Budget Period 10/01/15 - 09/30/16

**Contractor's Name:**  
**Contractor's Address:**

Sample Local Agency  
1234 WIC Road  
Sacramento, CA 958234

**Invoice Date:**  
**Invoice Number:**  
**Contract Number:**  
**Vendor Number:**  
**Billing Period:**

#01  
15-12345  
0000001234-56

WIC SERVICES:		NSA (includes LVL - Unrestricted)					Remaining Budgeted Amount
Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Amounts Requested	Year to Date Invoiced			
<b>PERSONNEL</b>							
Total Salaries & Wages	\$	\$	\$	\$	\$		
Fringe Benefits	\$	\$	\$	\$	\$		
<b>OPERATING EXPENSES</b>							
Minor Equipment	\$	\$	\$	\$	\$		
General Office Expenses	\$	\$	\$	\$	\$		
Training	\$	\$	\$	\$	\$		
Travel	\$	\$	\$	\$	\$		
Professional Certifications	\$	\$	\$	\$	\$		
Outreach	\$	\$	\$	\$	\$		
Media/Promotion	\$	\$	\$	\$	\$		
Program Materials	\$	\$	\$	\$	\$		
Vehicle Maintenance	\$	\$	\$	\$	\$		
Audit	\$	\$	\$	\$	\$		
Facility Costs	\$	\$	\$	\$	\$		
<b>MAJOR EQUIPMENT</b>							
Telephone System	\$	\$	\$	\$	\$		
Information Technology Equipment	\$	\$	\$	\$	\$		
Vehicle(s)	\$	\$	\$	\$	\$		
Photocopy Equipment	\$	\$	\$	\$	\$		
<b>SUBCONTRACTS</b>							
<b>INDIRECT COSTS</b> (Maximum 13.8% of Total Personnel Costs)	\$	\$	\$	\$	\$		
<b>TOTALS</b>	\$ 240,000.00	\$	\$	\$	\$	\$ 240,000.00	



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
14

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

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT: Approval of Contract with California Indian Legal Services**

**DEPARTMENTAL RECOMMENDATION:**

Recommend Board approve the contract with California Indian Legal Services (CILS) for the provision of legal services to older adults eligible for services through the Eastern Sierra Area Agency on Aging (ESAAA), in an amount not to exceed \$ 80,000 for the period July 1, 2016 through June 30, 2020, contingent upon the adoption of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

During the spring of 2016, ESAAA received two responses to a Request for Qualifications (RFQ) to provide ESAAA legal services. A review and scoring panel, including representation from the ESAAA Advisory Council, reviewed both responses and now recommends the highest scoring proposal which was submitted by California Indian Legal Services (CILS). Scoring criteria was outlined in the RFQ and was followed during the scoring process. The RFQ allowed a 30-day appeal window after notification to respondents of the scoring; that appeal window closed on May 25, 2016.

CILS has a long history of providing legal assistance services to older adults in the Eastern Sierra Region, so their expertise will continue to be tapped to the benefit of our senior citizens, should Board decide to approve this contract.

**ALTERNATIVES:**

Board could choose not to approve this contract, thus delaying ESAAA's ability to provide required legal assistance to local senior citizens.

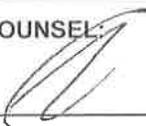
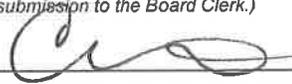
**OTHER AGENCY INVOLVEMENT:**

California Department of Aging (CDA), County of Mono

**FINANCING:**

This funding is 100% Federal IIIB funds from CDA. This expense is currently budgeted in ESAAA (683000) in Professional Services (5265) and will be budgeted in ESAAA in future years. No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>06/14/16</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)   Approved: <u>yes</u> Date: <u>6/15/16</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-16-16

# CALIFORNIA INDIAN LEGAL SERVICES

## Escondido Office

609 South Escondido Boulevard, Escondido, CA 92025 γ Phone 760/746-8941 γ Fax 760/746-1815  
www.calindian.org γ contactCILS@calindian.org

BISHOP  
EUREKA

**Tara Edmiston, Executive Assistant/Billing Manager**  
**760/746-8941, Ext. 107**  
**tedmiston@calindian.org**

SACRAMENTO  
ESCONDIDO

August 8, 2014

Jean Turner, Director  
Eastern Sierra Area Agency on Aging  
Inyo County Health & Human Services  
163 May Street  
Bishop, CA 93514

Re: Agreement between County Of Inyo and CILS

Dear Ms. Turner:

Enclosed please find the original Agreement executed by our Executive Director, Dorothy Alther. Please obtain proper approvals and provide our office with a fully executed copy for our files. Thank you.

CALIFORNIA INDIAN LEGAL SERVICES



Tara Edmiston,  
Executive Assistant

Enclosure

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** California Indian Legal Services (CILS)  
**FOR THE PROVISION OF** Legal Assistance **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal assistance services of California Indian Legal Services (CILS) of Escondido, 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 Marilyn Mann, whose title is: HHS Assistant Director. 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, 2020 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 Eighty thousand (\$80,000) 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 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	
ESAAA division, Health & Human Services	Department
163 May Street	Street
Bishop, CA 93514	City and State

Contractor:	
California Indian Legal Services	Name
609 S. Escondido Blvd.	Street
Escondido, CA 92025	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** California Indian Legal Services (CILS)  
**FOR THE PROVISION OF** LEGAL ASSISTANCE **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Dorothy Aither  
Signature

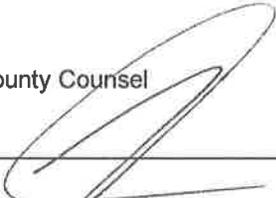
Dated: \_\_\_\_\_

Dorothy Aither  
Print or Type Name

Dated: 5-16-14

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**  
California Indian Legal Services (CILS)

**AND** \_\_\_\_\_

LEGAL ASSISTANCE

**FOR THE PROVISION OF** \_\_\_\_\_

**SERVICES**

**TERM:**

**FROM:** July 1, 2016 \_\_\_\_\_

**TO:** June 30, 2020 \_\_\_\_\_

**SCOPE OF WORK:**

SEE ATTACHED SCOPE OF WORK

**AGREEMENT BETWEEN COUNTY OF INYO  
AND California Indian Legal Services  
FOR THE PROVISION OF Legal Assistance Services**

**TERM:  
FROM: July 1, 2016 TO: June 30, 2020**

**SCOPE OF WORK**

CONTRACTOR is expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older adults throughout Inyo and Mono Counties. The primary focus is to deliver direct legal assistance services, at no cost to those older adults, by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Program services staff are encouraged to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

CONTRACTOR is expected to work collaboratively to reach concurrence with Eastern Sierra Area Agency on Aging (ESAAA) management on an annual basis, on the local legal service needs, issue area priorities and identification of target populations.

CONTRACTOR shall refer clients, as necessary, to other appropriate agencies or organizations for services.

CONTRACTOR is expected to comply with specific requirement of the Older Americans Act (OAA), as outlined in the California Statewide Guidelines for Legal Assistance (attached).

CONTRACTOR shall provide education about and assistance with substantive legal issues of concern to older adults (defined as age 60 and older) living in the Eastern Sierra region of Inyo and Mono Counties. Services shall be targeted to those older adults with the greatest economic or social need including those who are

1. homebound or limited mobility
2. long-term care facility residents
3. without access to transportation
4. living alone with no support or otherwise socially or geographically isolated
5. experiencing chronic health problems
6. abused
7. deaf/hearing impaired
8. immigrants
9. LGBT
10. limited English proficiency
11. people with physical disabilities
12. people with dementia or other mental capacity issues
13. grandparents caring for grandchildren
14. formerly incarcerated

Priority legal issues to address include those identified in both the California Statewide Guidelines (issued by the California Department of Aging), with specific focus on those identified in the most recent regional Needs Assessment conducted by the Eastern Sierra Area Agency on Aging (ESAAA); those issues include:

1. Getting legal assistance for matters such as contracts, wills, estate planning or other legal issues
2. Getting help with managing money, credit cards, debt or taxes

Legal assistance services shall include some in-person assistance, including but not limited to on-site visits to regional Senior Centers (including, but not limited to, via electronic videoconferencing or other electronic video capability). Each site shall have no less than two, and ideally, four in-person appearances annually, including time slots reserved for private, confidential meetings with individual older adults, as coordinated with ESAAA staff.

Specifically, CONTRACTOR shall provide brief legal consultation/advice/education and referral on all legal matters to targeted senior residents of Inyo and Mono Counties, and shall determine whether specific identified concerns require a legal remedy, a referral to a non-legal entity, or a referral to private attorneys if direct legal representation is required. Fee-generating cases shall be referred to the private bar. In no case will ESAAA nor the County of Inyo be responsible for costs of continued legal work on such cases.

CONTRACTOR shall comply with program monitoring by ESAAA staff as required by the State, or otherwise determined.

# **CALIFORNIA STATEWIDE GUIDELINES**

## **FOR LEGAL ASSISTANCE**

**Prepared by**

**Chisorom U. Okwuosa, Esq.  
Legal Services Developer**

**APRIL 7-8, 2015**

**LORA CONNOLLY,  
Director  
California Department of Aging**

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## **I. PREFACE**

The Older American Act (OAA) of 1965, as amended, designates legal assistance as a priority service funded under Title III-B [42 U.S.C. § 3026(a)(2)]. As such, the funding of legal assistance by each Area Agency on Aging is mandatory, and services must be accessible and available throughout each of the 33 Planning and Service Areas (PSAs) in California.

The Statewide Guidelines for Legal Assistance in California [hereinafter Guidelines] were originally developed by the Legal Services Developer within the California Department of Aging (CDA) in conjunction with representatives from the Area Agencies on Aging (AAAs), Legal Services Providers (LSPs), Ombudsmen, California Association of Area Agencies on Aging (C4A) and the California State Bar. The purpose of the Guidelines is to provide guidance and technical assistance to the AAAs and LSPs on the delivery of quality legal assistance to older individuals, pursuant to the Older Americans Act (OAA) of 1965, as amended. These Guidelines were designed to outline the elements of a quality legal services program and how to promote an effective legal assistance delivery system throughout the state.

On April 7 & 8, 2015, the Model Approaches Grant Partners – CDA, Legal Services of Northern California and the Legal Aid Association of California convened an in-person meeting of a Task Force in San Francisco for the purpose of updating the Guidelines. The Task Force consisted of representatives from CDA, AAAs, LSPs, C4A, Ombudsmen and the California State Bar. The task force was facilitated by Penelope Hommel, Co-Executive Director of The Center for Social Gerontology, Ann Arbor, Michigan.

The Guidelines were circulated to the members of the Task Force in draft form for comments. Following these revisions, the Task Force members, in turn, circulated a draft to their various members and obtained input. Most comments that were consistent with the consensus reached during the in-person meeting were incorporated into the Guidelines, where feasible. This document is now the final update of the Guidelines.

It is important to emphasize that the implementation of the updated Guidelines will not only help ensure compliance with the Older Americans Act and consistency with the Older Californians Act, but will also help to focus the delivery of legal assistance to at risk older individuals in California and promote effective advocacy.

On behalf of the California Department of Aging, I wish to thank my Grant Partners, each member of the Task Force and everyone who contributed or participated in this process.

**July 31, 2015**  
**Chisorom U. Okwuosa, Esq.**  
**Legal Service Developer,**

## **II. DEFINITIONS**

For purpose of these Guidelines, the following definitions are applicable. Many of these definitions mirror those found in the Older Americans Act (OAA) to whatever extent possible and appropriate. Any term not otherwise defined will have its general meaning.

**Abuse** –the willful: (a) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or (b) deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish or mental illness. See 42 U.S.C. § 3002(1).

**Accessible** – the practical availability of legal services to the target population groups.

**Adult Protective Services (APS)** – those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them. See Cal. Welf. & Inst. Code § 15610.10.

**Advance Directive** – a document executed under the California Health Care Decisions Act (Cal. Prob. Code §§ 4600-4805) designating an agent for making health care decisions in case of the principal's incapacity and or expressing the principal's health care and related choices.

**Americans with Disabilities Act** – a federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

**Area Agency on Aging** – the agency on aging designated in a planning and service area to develop and administer the area plan for a comprehensive and coordinated system of services for older people. See 42 U.S.C. § 3025(b).

**Community Legal Education** – An essential system of outreach to inform elders, other service providers and concerned parties of the legal rights of older people in community education forums, which will vary based on the literacy, sophistication, predominant language, available resources, and geographic dispersion of clients. Community legal education is specifically discussed in Standard 3.6 of the "ABA Standards for the Provision of Civil Legal Aid," where it is described as an important tool for providers and which is available from the State Legal Services Developer.

**Conservatorship** – a court proceeding to appoint a manager for the financial affairs and/or the personal care of an adult who is either physically or mentally unable to handle either or both.

**Legal Assistance** – (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes – (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under

## **California Statewide Guidelines for Legal Assistance**

the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.

**Direct Supervision** – oversight of the provision of services by a professional licensed to provide such services, so as to ensure appropriate quality and scope of services. Direct supervision necessarily includes, but is not limited to, a substantial degree of personal review of work product, and availability to respond to questions from the persons being supervised.

**Exploitation** – (a) the fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain, or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets; (b) In subparagraph (a), the term "caregiver" means an individual who has the responsibility for the care of an older individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an older individual. See 42 U.S.C. § 3002(18).

**Greatest economic need** – the need resulting from an income level at or below 125% of the current official Federal Poverty Guideline amounts, consistent with financial eligibility policies of the Legal Services Corporation and the Uniform Reporting System for California. See 45 C.F.R § 1611.3. This includes exceptions to the income ceiling for those at 200% or less of the Federal Poverty Guidelines amounts in certain circumstances as enumerated in the Legal Services Corporation regulations. *Id.* at § 1611.5. (Providers may also take the California Elder Economic Security Index into account, as Area Agencies do during their mandated planning process when identifying those in greatest economic need. See Cal. Welf. & Inst. Code § 9400.)

**Greatest social need** – the need caused by non-economic factors, which include:

- (A) physical and mental disabilities;
- (B) language barriers, and
- (C) cultural, social or geographical isolation, including isolation caused by race or ethnicity, sexual orientation or gender identity, or housing status or mobility issue that:
  - (i) restricts the ability of an individual to perform normal daily tasks;
  - (ii) or threatens the capacity of the individual to live independently.

## **California Statewide Guidelines for Legal Assistance**

**Legal Services Provider (LSP)** – an entity that is funded to deliver legal services to older people pursuant to the OAA. Note that this definition shall include, and these Guidelines thus shall apply to any OAA Title IV funded hotline, should one exist.

**Legal Services Corporation (LSC)** – a private, non-membership nonprofit corporation, that provides financial support for legal assistance in non-criminal proceedings or matters to people financially unable to afford legal assistance. See 42 U.S.C. § 2996b(a).

**Long Term Care Ombudsman Program** – a program established by the OAA using State-certified paid and volunteer ombudsman representatives and volunteers who advocate on behalf of residents of long-term care facilities (and potentially individuals receiving long term services and supports in the community) to seek remedies for both individual and systemic issues, and investigate complaints of elder abuse within these facilities. See 42 U.S.C. § 3058g.

**Medi-Cal** – California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

**Medicare** – a federal health insurance program administered by the Centers for Medicare & Medicaid Services (CMS) in the Department of Health and Human Services. that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

**Monitoring Tool** – instrument used to provide specific information about legal services, including staffing, targeting, intake and outreach. Monitoring tools should include components that enable AAAs and providers to assess contractual compliance, ensure consistency with these Guidelines, evaluate the quality and impact of programs, and review program goals and outcomes.

**Older Americans Act of 1965 (OAA)** – a federal Act to provide assistance in the development of new or improved programs to help older people, through grants to states for community planning and services and for training, through research, development, or training project grants, and to establish within the Department of Health and Human Services an operating agency to be designated as the Administration on Aging (Note that the Administration on Aging is now a part of the Administration for Community Living, established in April 2012 by bringing together the Administration on Aging, the Office on Disability and the Administration on Developmental Disabilities and is part of the Department of Health and Human Services). See 42 U.S.C. § 3001 *et seq.*

## **California Statewide Guidelines for Legal Assistance**

**Outreach** – the process of informing potential clients regarding legal information, legal issues, available services and how to access those services. This may include specific information about available services or general education on legal and other relevant issues. Outreach is the key to implementing the targeting and priority setting goals in the OAA. Outreach may also include communication with other organizations or agencies that serve elders targeted under the OAA, such as APS, law enforcement, and community organizations.

**Paralegal** – a person who is qualified by education, training, or work experience, who either contracts with, or is employed by, an attorney, law firm, corporation, governmental agency, or other entity, and who performs substantial legal work under the direction and supervision of an active member of the State Bar of California.

**Planning and Service Area** – a geographic area that is designated for purposes of planning, development, delivery, and overall administration of services under an area plan. See 42 U.S.C. § 3025.

**Program Staff** – includes attorneys, law students, paralegals or unlicensed attorneys, lay advocates, and legal secretaries acting under the supervision of a licensed attorney or as provided by California law, who are employed by a legal services provider and whose primary job duties concern providing legal services to target populations pursuant to the OAA.

**State Legal Service Developer** – a person whose position is mandated by the OAA and whose mission providing state leadership in a) developing legal assistance programs for older people (42 U.S.C. § 3027(a)(13)), and b) securing and maintaining legal rights of older persons (42 U.S.C. § 3058).

**State Unit on Aging** – the California Department of Aging, which administers programs that serve older adults, including legal services programs, administers funds allocated under the federal OAA and the Older Californians Act; referred to throughout this document as “the State.”

**Targeting** – the requirement in the OAA that services reach older people with greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals.

### **III. MISSION STATEMENT**

Ensure justice, dignity, health, security, maximum autonomy and independence to older Californians, particularly those in greatest need, by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy.

### **IV. PROGRAM PURPOSE**

The purpose of the Legal Services Program is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the State of California.

In the development and implementation of local legal services programs, OAA Title III-B legal services providers ("LSPs"), along with their partners, AAAs, Ombudsman programs and the State are to be guided as follows:

- All partners should recognize that LSPs are a part of the continuum of aging services and coordinate with other Older American Act programs to economize costs and develop systems for greatest impact.
- All partners should communicate to each other and to outside interested parties the important impacts of legal services.
- LSPs and AAAs should work together to identify target population – those in greatest social or economic need, or otherwise vulnerable older adults.
- LSPs and AAAs should work together to identify priority legal issues, using this document and the OAA as a guide, but more specifically delineating priorities for each service area in a given time period.
- LSPs and AAAs should work together with a mutual understanding that, where possible, efforts should be made to focus on priority legal issues as designated in this document and further delineated in each service area.
- LSPs and AAAs should work together to make a positive impact on the lives and well being of disadvantaged or vulnerable older persons by balancing serving many individuals with targeting services to specific populations and focusing on their most critical legal issues.
- LSPs should address all OAA legal services needs

## V. TARGET POPULATIONS

The OAA, as amended, specifies that services be targeted to those people in greatest social or economic need, including but not limited to low-income individuals, minorities, rural elders, and those with limited English proficiency. Recognizing that the resources of the OAA are inadequate to meet the legal needs of all older adults, legal assistance services must be targeted to specific populations of older adults.

The target populations shall be determined after consideration of the personal and issue-specific risk factors outlined herein. LSPs and AAAs should collaborate to the greatest extent possible and appropriate to identify what populations are in the greatest social or economic need in their service area. Identified populations will vary from program to program to reflect the needs of the particular geographic locale served by each program. This identification can be achieved through formal or informal legal needs assessments, interviews with other service providers, and input from the targeted client groups.

After identifying appropriate target groups, AAAs and LSPs should again collaborate to the extent possible and appropriate to jointly develop a plan to ensure that legal services are targeted to those populations. In developing plans for targeting of legal services to specific groups of older persons, consideration is to be given to ways the legal assistance program can assist such groups to achieve their desired outcome.

Both identification of target groups and plans for targeting and outreach should be reassessed on a regular basis.

Examples of groups, within the broad categories of those with greatest economic or social need are listed below. This list is not exhaustive, mandatory or in priority order; rather it represents a range of possibilities.

- Homebound or limited mobility
- Residing in long-term care facility
- Without access to transportation
- Living alone with no support or otherwise socially or geographically isolated
- Experiencing chronic health problems
- Abused
- Homeless or at risk of homelessness
- Deaf/Hearing Impaired
- Immigrants
- LGBT
- Limited English Proficiency
- People with physical disabilities
- People with dementia or other mental capacity issues
- Grandparents caring for grandchildren
- Formerly incarcerated

**VI. PRIORITY LEGAL ISSUES**

AAAs and LSPs shall consider the issue areas listed below in preparing their Area Plans and Requests for Proposals (RFP). However, AAAs and LSPs should work collaboratively to establish specific local priorities. In setting local priorities for legal services, LSPs should work together with AAAs as well as other local stakeholders to identify issues of greatest concern to the service area's identified target population(s). Consumer input, formal or informal needs assessments, review of program data and consideration of other available resources to meet the need are just a few of the methods that can be used to identify local priorities.

Below is a list of substantive legal issues that affect target populations in California and that conform to the requirements of the OAA. Each larger issue is an established priority under the OAA and each sub-issue has been identified as commonly arising in California in the given category. These are not listed in order of priority and the list is not exhaustive.

- Income/Nutrition
  - SSI
  - Social Security
  - Pensions/Retirement
  - CalFresh/Supplemental Nutrition Assistance Program (SNAP)
  - Unemployment
  
- Housing/Utilities
  - Tenant Rights
  - Real Property
  - Utilities
  
- Long-term Care
  - SNF
  - Facility issues
  - Community-based, long-term care services
  
- Healthcare
  - MediCal
  - Medicare
  - Managed care
  - Provider/services access
  - Private/Insurance
  
- Protective Services/Elder Abuse/Defense against Conservatorship
  - Conservatorship issues (focus on defending older persons against guardianship as called for in the OAA § 321(a)(6))
  - Restraining Orders
  - Abuse/neglect
  - Exploitation
  - Advanced Planning/Autonomy/advance directives

## **California Statewide Guidelines for Legal Assistance**

Beyond the OAA priority issues listed above, consideration should be given to these issues identified as priorities in California:

- Consumer
  - Bankruptcy/debt
  - Contracts/warranties
  - Scams/identity theft
  
- Civil Rights
  - LEP Rights
  - Discrimination
  - Immigration

While all of the issues identified above have been identified as common issues throughout California, each service area's priority legal issues will be unique and need not include all of the issues listed. *AAAs and LSPs will jointly establish priorities issues for their service area.* Nothing in these Guidelines shall be construed to require that the LSP provide services in all of these issue areas. LSPs have the discretion to accept special compelling cases in other substantive issue areas not identified above. Also, regardless of the priority issues established by the AAA and LSPs for their area, LSPs can and should consider other factors when deciding whether or not each individual case is appropriate for acceptance. These factors include a client's individual circumstances, the merits of each case, the expertise of the LSP's staff in the type of case, the availability of assistance from complementary service providers and the impact the case might have on the community.

### **VII. MECHANISMS FOR REACHING TARGETED GROUPS AND ADDRESSING PRIORITY ISSUES**

After having jointly identified target populations and priority legal issues, AAAs and LSPs should consider what mechanisms they will use to reach those populations and provide services on those issues. Outreach may involve efforts aimed at targeted seniors or efforts aimed indirectly at seniors via other organizations that serve them. Outreach may also involve education or training. Collaboration between AAAs and LSPs is strongly encouraged in identifying targeting mechanisms and developing strategies. Consultation with other local stakeholders and service providers is also encouraged.

Strategic outreach is the key to implementing the targeting and priority setting goals. Outreach in its broadest sense involves a variety of strategies. A "first-come-first-served" program is the result of unfocused outreach and does not effectively reach targeted client populations. Almost by definition, the most at-risk vulnerable older adults are the most difficult to reach and serve. Only focused outreach will achieve the goal of reaching and serving those groups.

## California Statewide Guidelines for Legal Assistance

Successful outreach efforts may include: distribution of information about services to community members, community legal education, developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; expanding intake hours and sites; developing additional ways to access services; utilizing media directed to target populations; utilizing bilingual staff; and other strategies to promote access. While outreach efforts, such as community legal education, are aimed at potential legal services clients, outreach may also occur to other organizations and providers. AAAs and LSPs should consider many factors in developing an outreach strategy including time and resources required for different types of outreach, availability of other community resources, both in terms of quantity of resources available and types of services, willingness of other organizations to collaborate, and importance of the target issue or population addressed. For example, some outreach efforts require establishment of relationships and partnerships with other organizations and communities that may be heavily time and resource consuming but will ultimately lead to more appropriately targeted services. Other outreach efforts, while more easily accomplished or perhaps resulting in more clients served, may not succeed in targeting the identified populations or issues. These factors should be considered by AAAs and LSPs in development of outreach strategies.

State and Area Plans are required to include plans for outreach to special target populations. A RFP for Legal Assistance must include a requirement for an outreach plan to such groups. This plan is an important factor to be considered by the AAA in contracting decisions and the contract negotiation process. Outreach plans addressed during the contract negotiation process should not be purely quantitative but rather should consider broader, qualitative impact and effective use of resources based on the specific target populations and issues.

No matter how well suited to a community, for a program to be successful, people must know of its existence, it must be easily accessible, and older people in the community must become aware of the value of legal assistance in protecting their interests and improving their lives.

**VIII. PROVIDER ROLES AND RESPONSIBILITIES**

**A. General Expectations**

Legal services providers (LSPs) are expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant PSA. The primary focus of the LSP is to deliver direct legal assistance services.

**B. Staff Expectations**

1. Each program is expected to provide access, at no cost, to legal assistance by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Each program is required to carry adequate malpractice insurance in accordance with CDA requirements.
2. Program staff are expected to have experience and training or propose a plan for obtaining the necessary training in the priority subject areas of law in which they are providing services.
3. Program advocates are encouraged each year to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

**C. Other Provider Expectations**

The LSPs are expected to:

1. Operate according to the Guidelines as set forth in this document and any amendments thereto.
2. Work collaboratively to reach concurrence with the AAA, on an annual basis (or alternatively just in the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> years of the LSP's contract, i.e., not during the competitive RFP process), on the local legal services needs, issue area priorities and identification of target populations.
3. Assist the State and the AAA in developing and amending a model monitoring tool to ensure consistency in the delivery of legal services and that LSPs are providing priority legal services to meet the local needs of the targeted population groups.
4. Refer clients, as necessary, to other appropriate agencies or organizations for services.

5. Comply with specific requirements of the OAA by doing the following:
  - a. Utilize funds received from the AAA to maintain existing levels of legal services to eligible individuals and, to the extent practicable, assure that legal services furnished will be in addition to any legal services being furnished with funds from other sources. See 42 U.S.C. § 3027(a)(11)(D). Additionally, any voluntary contributions shall be used to expand services and to supplement (not supplant) OAA funds. See 42 U.S.C. § 3030c-2(b)(4)(D).
  - b. Not condition access to the provision of Title III-B funded legal assistance to any person 60 years of age or older solely on his/her level of income. See 42 U.S.C. § 3030c-2(b)(3). However, a LSP may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting its resources to provide services to clients with greatest social or economic needs. See 45 C.F.R. § 1321.71(e).
  - c. Not deny services to any individual who does not contribute to the cost of the service. See 42 U.S.C. § 3030c-2(b)(3). Clients shall be given an opportunity to voluntarily contribute to the cost of the services they receive. Such opportunity shall be provided in a manner that ensures privacy with respect to contributions. LSPs shall clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. The method of announcing the opportunity to contribute must not discourage the utilization of the service by the contributor or other potentially eligible individuals.
  - d. Demonstrate the ability to provide legal assistance in the primary language(s) spoken by clients. See 45 C.F.R. § 1321.71(c)(5).
  - e. Coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program. See 42 U.S.C. § 3027(a)(11)(B).
  - f. Coordinate legal assistance activities with the private Bar including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis. See 42 U.S.C. § 3027(a)(11)(A)(iii).

## **California Statewide Guidelines for Legal Assistance**

6. Establish a written grievance process for disposition of complaints made by or on behalf of older individuals. See 22 C.C.R. § 7400(a)(2).
7. Have ready access to relevant legal authorities for all appropriate staff, including relevant federal, state, and local laws, manuals for relevant government programs, and relevant support center manuals.
8. Have in place written procedures for case intake, acceptance and rejection.
9. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the OAA Regulations. See 45 C.F.R. § 1321.71(g).

### **D. Coordination with the Long-Term Care Ombudsman Program**

The ombudsman program is responsible for advocating and investigating complaints on behalf of the residents of long-term care facilities (LTCFs). In addition, the ombudsman program maintains an ongoing presence at LTCFs, monitors care conditions, and serves as a voice for LTCF residents unable to speak for themselves. Other ombudsman responsibilities include representing the interest of the residents wherever possible, witnessing advanced directives, and educating consumers about residents' rights and good care practices. The ombudsman should maintain strict confidentiality unless resident consent is granted.

The LSP and ombudsman operating within the PSA are expected to develop a Memorandum of Understanding (MOU) which will outline their respective roles and responsibilities, mechanisms for appropriate referral to the LSP and other coordination issues. Sample MOUs can be provided by the State upon request.

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding 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, LSPs must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may provide legal consultation to the ombudsman program only in instances where there is a civil suit or other legal action involving a LTCF resident and an ombudsman or the program is called as a witness or has been subpoenaed. LSPs shall not provide legal representation to the

## **California Statewide Guidelines for Legal Assistance**

ombudsman program. Representation of the ombudsman program is the responsibility of the State as described below in Section . X.B.4.

### **E. Other Coordination Expectations**

1. LSPs are to coordinate with the network of other service providers, including but not limited to other LSPs, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
2. LSPs and the State are to emphasize improved communication and sharing of knowledge and resources as part of the statewide LSP community for the benefit of all California seniors. This may include regular communication among LSPs via listserv, on phone calls, and at periodic in-person meetings.
5. LSPs and a statewide or regional senior legal hotline, if available, will coordinate services with each other to maximize benefits to clients in keeping with local needs and conditions.

### **F. Ethical Guidelines for Providers**

1. LSPs must maintain confidentiality in accordance with relevant law and professional codes.
2. LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California.
3. LSPs shall develop and make available to the AAAs and the State Legal Services Developer a program policy on conflicts of interest related to outside employment and client representation.
4. The LSPs that are agencies of a county government are required to provide or refer to an alternate resource for legal assistance where conflict exists between the client and any agency of the county government.
5. LSPs are to exercise all reasonable efforts to avoid conflicts of interest among clients in accordance with the California Rules of Professional Responsibility, and identify alternate sources of legal assistance for clients who cannot be assisted by the provider.
6. LSPs are to make the best effort to clearly identify who is the prospective client and to educate the client or prospective client and other interested parties presenting the client's concerns and aging services communities about the potential conflict.

## IX. AREA AGENCY ON AGING ROLES AND RESPONSIBILITIES

### **A. General Area Agency on Aging Expectations**

AAAs are expected to work with the LSPs to provide leadership on all aging issues in their respective planning and service areas. This leadership will extend to overall planning, advocacy, coordination of services, interagency linkages, information sharing, monitoring, evaluation and support. The AAA will ensure that legal assistance services are incorporated into the area's aging network and ensure that the focus of legal assistance services is consistent with agency identified local goals under the approved area plan.

### **B. Specific Area Agency on Aging Expectations**

With respect to legal assistance, the AAAs are expected to:

1. Work collaboratively, on an annual basis (or alternatively just in the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> years of the LSP's contract), to reach concurrence with the LSP on the local legal services needs, issue area priorities and identification of target populations.
2. Assure that LSPs are funded as a priority service and that legal assistance services are available throughout the planning and service area, as resources allow, in accordance with the OAA.
3. Select through a competitive process the LSP(s) best able to demonstrate the experience and capacity to meet the requirements of federal and state laws and regulations, address local concerns, and fulfill these Guidelines.
4. Assure that the primary focus of the LSP is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant planning and service area.
5. Develop and maintain, in partnership with the State and LSPs, a model monitoring tool for legal assistance services.
6. Monitor the program annually to assess compliance with Federal and State laws and regulations and contractual requirements, and to ensure consistency with the Guidelines.
7. Ensure that LSPs have a system in place to allow clients to file complaints or grievances about the operation of the legal assistance program, consistent with Section VIII(C)(6) of these Guidelines.

8. Develop a model Request for Proposals, in partnership with the State Legal Services Developer, consistent with these Guidelines and adapted to each PSA.
9. Consider the quality and not just the quantity of legal services when monitoring and evaluating LSPs and, understand that in certain instances, greater impact can be achieved by serving fewer clients or in fewer hours.

**C. Coordination, Training and Support Responsibilities**

AAAs will, through the procurement and monitoring processes, ensure that LSPs demonstrate:

1. That staff have sufficient professional skills and receive training each year relevant to the subject areas of legal assistance being provided.
2. That a method exists to ensure coordination with other legal and non-legal service providers, including but not limited to Ombudsman, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
3. That an outreach plan is developed and implemented.
4. That all relevant staff have reviewed and are apprised of agreed upon priority issue areas, target populations, and targeting mechanisms.

**D. Ethics and Confidentiality**

AAAs are to recognize and respect that LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code, § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California. AAAs are to observe and respect attorney-client privilege held by LSPs and their clients. The OAA mandates observation of attorney-client privilege, but it also includes provisions concerning a lawyer's ethical obligations to protect client confidentiality. The legislative history of the act makes clear that this includes any client identifying information. Therefore, AAAs are to respect not just attorney-client privilege but that LSPs have a general ethical duty of confidentiality and may be legally justified in protecting client information.

**X. STATE UNIT ON AGING ROLES AND RESPONSIBILITIES**

**A. General State Expectations**

With respect to legal assistance, the State is expected to:

1. Develop an Elder Rights Plan, as a part of the State Plan, which will include and delineate a program to provide leadership for expanding the quality and quantity of legal and advocacy assistance in accordance with the program purposes outlined in Section IV. This function should be done in partnership with the AAAs, LSPs, consumers and other elder rights advocates. The State is to provide for a periodic assessment of the legal and advocacy needs of older individuals with respect to elder rights and unmet needs.
2. Provide a full-time Legal Services Developer and other personnel sufficient to ensure:
  - a. State leadership in securing and maintaining legal rights of older individuals.
  - b. Capacity for coordination of the provision of legal assistance funded under Title III-B and other funding sources.
  - c. Technical assistance, training, and supportive functions to AAAs, LSPs, ombudsman, and other appropriate individuals or organizations.
  - d. Regularly convene meetings with AAAs and LSPs.
3. Develop a system for monitoring the quality of legal assistance services, in partnership with the AAAs and LSPs. The monitoring system shall be designed in such a way as to protect the confidentiality of clients. Any monitoring shall take both quantity and quality of service into consideration with an understanding that in certain instances, greater impact can be achieved by serving fewer clients.

**B. Other Expectations**

1. The State will work with AAAs to develop a model Request for Proposals for adaptation to each area.
2. The State, in conjunction with AAAs and LSPs, will review and update these Guidelines for Legal Services as appropriate and will provide training as needed on the application and implementation of the Guidelines to the AAAs and LSPs.
3. The State will sponsor or provide training annually for LSPs.
4. The State will ensure that legal representation is provided to any representative of the ombudsman program against whom suit or other legal action is brought or threatened to be brought in connection with the performance of the official duties of the ombudsman. See 42 U.S.C. 3058g(g).

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
California Indian Legal Services (CILS)

**AND** \_\_\_\_\_  
LEGAL ASSISTANCE  
**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**  
July 1, 2016 June 30, 2020  
**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

Upon ESAAA's receipt of monthly documentation of services provided and associated invoice, County shall provide monthly payment amounts of \$ 1,667, not to exceed \$ 20,000 annually, for each of the four years in the contract period.

No specific travel or per diem is provided for in this contract.

Annually, CONTRACTOR shall comply with State fiscal requirements by completing necessary budget and related fiscal documents as requested by HHS fiscal staff.

CONTRACTOR shall comply with annual fiscal monitoring by HHS/ESAAA fiscal staff.

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** California Indian Legal Services (CILS)  
**FOR THE PROVISION OF** LEGAL ASSISTANCE **SERVICES**

**TERM:**

**FROM:** July 1, 2016      **TO:** June 30, 2020

**SEE ATTACHED INSURANCE PROVISIONS**



**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 – First 5 Inyo County**

**FOR THE BOARD MEETING OF: June 28, 2016**

**SUBJECT: Reappointment of Commissioner Robyn Wisdom to the Inyo County First 5 Children and Families Commission.**

**DEPARTMENTAL RECOMMENDATION:**

Request the Board appoint Robyn Wisdom to the Inyo County Children and Families Commission (First 5 Inyo County), to represent the Early Childhood Educator services category, completing the two-year term ending Dec. 5, 2017.

**COUNTY ADMINISTRATOR RECOMMENDATION:**

**SUMMARY DISCUSSION:**

County Ordinance 1034 requires the Commission membership to include seven (7) members representing various backgrounds as designated in statute. Currently, there are five active commissioners, including Wisdom, and a parent and early child health commissioner are being sought. The reappointment of Commissioner Wisdom will allow us to continue to draw on her more than 20 years of early childhood education experience with Inyo and Mono Head Starts, as well as current substitute work at preschool sites countywide. She understands our county needs, systems, and families and has been a valuable member who takes her commission responsibilities seriously.

**ALTERNATIVES:**

Your Board could deny this request resulting in the need for further recruitments to fulfill County Ordinance 1034.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

None

**APPROVALS**

COUNTY COUNSEL: N/A	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	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)

*Jean Turner*

Date: 6-16-16



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

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

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

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Amendment Number A01 to the Standard Agreement between the County of Inyo and the California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS

**DEPARTMENTAL RECOMMENDATION:**

Request Board ratify amendment A01 to Standard Agreement Number 15-10479 between the County of Inyo and California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS, increasing the total amount not to exceed from \$4,000.00 to \$8,000.00, for the period of July 1, 2015 through June 30, 2017 and authorize the Director of Health and Human Services to sign the Standard Agreement and the Contractor Certification Clauses (CCC-307).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This amendment increases the funding level by \$4,000 for years 1 and 2 of the current contract due to an increase of Legislative appropriations to the ADAP program. The funds allocated to this Agreement are used solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment process provided by Inyo County Health & Human Services Public Health Division. ADAP is a medication assistance program that benefits Inyo County clients infected with HIV, who have limited health insurance and resources to obtain needed medications.

**ALTERNATIVES:**

Non-acceptance of this grant amendment would mean that the County would not receive additional funding to cover staffing costs associated with the ADAP enrollment process.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Total amount of this grant is \$8,000 and is 100% state funded. This revenue will be budgeted in Health (45100), in State Grants (4498).

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>06/14/2016</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>6/15/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

***DEPARTMENT HEAD SIGNATURE:***

**(Not to be signed until all approvals are received)**



Date: 6-16-16

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page(s)

Agreement Number <b>15-10479</b>	Amendment Number <b>A01</b>
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
- |  |                                  |
|--|----------------------------------|
| State Agency's Name<br><b>California Department of Public Health</b> | Also known as CDPH or the State  |
| Contractor's Name<br><b>County of Inyo</b>                           | (Also referred to as Contractor) |
2. The term of this Agreement is: **July 1, 2015** through **June 30, 2017**
3. The maximum amount of this Agreement after this amendment is: **\$ 8,000** Eight Thousand Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment increases the funding level by \$4,000 for years 1 and 2 due to an increase of Legislative appropriations to the ADAP program. Continuous efforts from advocates, and stakeholder organizations have aided in the increase of funding to the state, local health jurisdictions, community based organizations, and providers. There are no changes in services. Funds are solely for activities pertaining to the provision of ADAP client enrollment services.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> <b>Department of General Services</b> <b>Use Only</b>
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Inyo</b>		
By (Authorized Signature) <i>JT</i>	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Jean Turner, Director</b>		
Address <b>163 May Street Bishop, CA 93514</b>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <b>California Department of Public Health</b>		<input checked="" type="checkbox"/> Exempt per: <b>OA Budget Act of 2015</b>
By (Authorized Signature) <i>JM</i>	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Yolanda Murillo, Chief, Contracts Management Unit</b>		
Address <b>1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</b>		

III. Exhibit B – Budget Detail and Payment Provisions, is amended to read as follows:

**F. Amounts Payable**

The amounts payable under this agreement shall not exceed:

- 1) ~~\$2,000~~ 4,000 for the budget period of 07/01/15 through 06/30/16.
- 2) ~~\$2,000~~ 4,000 for the budget period of 07/01/16 through 06/30/17.

IV. Exhibit B – Attachment I-II (Year 1 and 2), is hereby replaced in its entirety with Exhibit B, A01 – Attachment I-VI.

“All references to Exhibit B – Attachment I-II (Year 1 and 2), in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, A01 – Attachment I-VI (Year 1 and 2).”

**Exhibit B - Attachment I  
Budget Detail - Year 1  
July 1, 2015 - June 30, 2016**

<b>A. PERSONNEL</b>	<b>Position Title</b>	<b>Annual Salary</b>	<b>Original Total FTE %</b>	<b><u>Amended</u> <u>Total FTE%</u></b>	<b>Original Annual Cost</b>	<b><u>Amended</u> <u>Annual Cost</u></b>
	Prevention Specialist	\$51,950	<del>3.8500%</del>	<u>4.6519%</u>	\$2,000	<u>\$2,417</u>
			<b>Total Personnel</b>		\$2,000	<u>\$2,417</u>
<b>B. FRINGE BENEFITS</b>	<u>65.51%</u> of salaries		<b>Total Fringe</b>		\$0	<u>\$1,583</u>
			<b>Total Personnel &amp; Fringe Benefits</b>		\$2,000	<u>\$4,000</u>
<b>C. OPERATING EXPENSES</b>						
	Office Expenses (supplies, copying, telephone, occupancy, etc.)					
			<b>Total Operating Expenses</b>			
<b>D. OTHER COSTS</b>						
			<b>Total Other Costs</b>			
<b>E. INDIRECT COSTS</b>						
	0.00% of total personnel and fringe benefits					
			<b>Total Indirect Costs</b>			
			<b>Total Budget</b>		\$2,000	<u>\$4,000</u>

Exhibit B - Attachment II  
Budget Detail - Year 2  
July 1, 2016 - June 30, 2017

A. PERSONNEL	Position Title	Annual Salary	Original Total FTE %	<u>Amended</u> <u>Total FTE%</u>	Original Annual Cost	<u>Amended</u> <u>Annual Cost</u>
	Prevention Specialist	\$51,950	<del>3.8500%</del>	<u>4.6519%</u>	\$2,000	<u>\$2,417</u>
			<b>Total Personnel</b>		\$2,000	<u>\$2,417</u>
B. FRINGE BENEFITS	<u>65.51%</u> of salaries		<b>Total Fringe</b>		\$0	<u>\$1,583</u>
			<b>Total Personnel &amp; Fringe Benefits</b>		\$2,000	<u>\$4,000</u>
C. OPERATING EXPENSES	Office Expenses (supplies, copying, telephone, occupancy, etc.)					
			<b>Total Operating Expenses</b>			
D. OTHER COSTS						
			<b>Total Other Costs</b>			
E. INDIRECT COSTS	0.00% of total personnel and fringe benefits					
			<b>Total Indirect Costs</b>			
			<b>Total Budget</b>		\$2,000	<u>\$4,000</u>

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



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

For Clerk's Use Only <b>AGENDA NUMBER</b>  17
--

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

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

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT: Approval of contract Amendment #2 between the County of Inyo and Dwayne's Friendly Pharmacy**

**DEPARTMENTAL RECOMMENDATION:**

Request the Board approve Amendment Number 2 to the agreement between the County of Inyo and Dwayne's Friendly Pharmacy for the provision of pharmaceutical services to extend the term of the contract to September 30, 2016, in an amount not to exceed \$130,000 per year, and not to exceed a total amount of \$820,000 for the term of July 1, 2010 to September 30, 2016, contingent upon the Board's adoption of the FY 2016/17 budget, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The HHS Public Health division has contracted with Dwayne's Friendly Pharmacy for many years to provide pharmacy services to the Inyo County Jail and Juvenile Center. With the current contract expiring at the end of the fiscal year, the department issued an RFP for provision of pharmaceutical services to the Inyo County Jail and Juvenile Center in May, 2016. In order to ensure that pharmacy services do not lapse prior to establishing a new contract, HHS is requesting that your Board approve a three month extension to the current contract with Dwayne's Friendly Pharmacy.

**ALTERNATIVES:**

The Board could chose not to approve the contract amendment for Dwayne's Friendly Pharmacy. Doing so would mean that the Public Health division would not have a pharmacy available to provide medications to the jail and juvenile center until a new contract could be put into place.

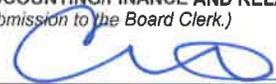
**OTHER AGENCY INVOLVEMENT:**

Inyo County Sheriff's Department, Inyo County Probation Department, Inyo County HHS Behavioral Health division

**FINANCING:**

Health and Mental Health Realignment Funds. This expense will be budgeted in Public Health (045100) in Professional Services (5265) and in the Mental Health Budget (045200) in Support & Care (5501). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yo</u> Date: <u>06/10/2016</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>6/9/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

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



Date: 6-10-16

**AMENDMENT NUMBER 2 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Dwayne's Friendly Pharmacy**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Dwayne's Friendly Pharmacy, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 27, 2010, on County of Inyo Standard Contract No. 116, for the term from July 1, 2010 to September 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 form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

Section 2 (Term) of the contract is replaced with the following:

The term of this agreement shall be from July 1, 2010 to September 30, 2016 unless sooner terminated as provided below.

The first sentence of Paragraph 3. D Limit upon amount payable under Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$820,000 (hereinafter referred to as "contract limit").

Attachment B (Schedule of Fees) shall be amended to read as follows:

The COUNTY shall pay for each prescription at the wholesale price plus \$3.50 for each prescription dispensed with a maximum of \$7.00 per inmate per week. One prescription is defined as 1 week's supply of each separate medication, regardless of the number of doses per day.

The COUNTY shall pay the CONTRACTOR for emergency stock medications only as they are dispensed to inmates.

The COUNTY shall pay the CONTRACTOR a fee of \$1,500.00 per month for services plus the cost of medications.

The contract amount shall not exceed \$130,000.00 per year for a total of \$820,000.00 for the period July 1, 2010 to September 30, 2016.

The effective date of this Amendment to the Agreement is July 1, 2016.

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

**AMENDMENT NUMBER 2 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Dwayne's Friendly Pharmacy**  
**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: Dwayne N. Wilson  
Signature

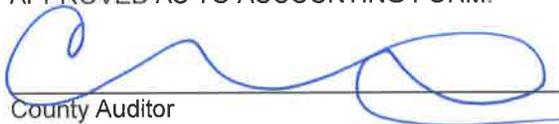
DWAYNE N. WILSON  
Type or Print

Dated: 05/23/16

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 RISK ASSESSMENT:

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



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

For Clerk's Use Only: AGENDA NUMBER  18
--

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

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

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT: Approval of Memorandum of Understanding between the County of Inyo and Sierra HOPE**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the Memorandum of Understanding (MOU) between the County of Inyo and Sierra HOPE for the purpose of assisting Inyo County HIV positive clients in accessing Housing Opportunities for People with AIDS (HOPWA) assistance for short term emergency financial assistance with rent, mortgage or essential utilities, for the period of July 1, 2016 through June 30, 2019 and authorize the Chairperson to sign the MOU and HIPAA Business Associate Agreement.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The HOPWA program is an ongoing service that was designed to assist people living with HIV/AIDS to alleviate or prevent homelessness. Inyo County Health and Human Services (HHS) has had an MOU with Sierra HOPE since 2007 to administer the program for Inyo County. Available assistance under the HOPWA Program is well defined and must be short-term and/or emergency in nature. Clients must meet financial eligibility criteria that have been developed by HUD and the State Office of AIDS. Inyo County HHS does not currently have the fiscal or administrative staff to administer this program for the minimum amount of funding that is allocated. Sierra HOPE provides this administrative support for multiple small counties. The Inyo County Ryan White CARES Case Manager will be responsible for informing HIV positive clients of the availability, purpose, and limitations of HOPWA, and will assist the clients in the completion of the necessary consents and applications. Sierra HOPE will administer the program, provide information and forms, receive applications and issue appropriate financial assistance checks to the vendor.

**ALTERNATIVES:**

Discontinuing this contract would mean that Inyo County would not provide emergency financial assistance for rent, or mortgage to their Ryan White CARES clients. This is a service that has been beneficial during the past fiscal year for several clients.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

All HOPWA assistance is subject to availability of funds, as well as HOPWA guidelines established by HUD or the State Office of AIDS, and Sierra HOPE policies and procedures. HOPWA funds for all counties served by Sierra HOPE, if unspent, may be reallocated to assist clients in any of the participating counties.

Sierra HOPE shall retain the portion of HOPWA funds that it is allowed by the State to cover its administrative expenses, equal to 7% of the total contract award.

No funding will be received by Inyo County HHS, and no expenses will be paid from Inyo County HHS. The MOU allows Sierra HOPE to receive the funding directly.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>06/07/2016</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>6/7/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:** Jean Turner Date: 6-10-16  
(Not to be signed until all approvals are received)

## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

Sierra HOPE, doing business at 1168 Booster Way, P.O. Box 159, Angels Camp, CA 95222

and

The Inyo County Health and Human Services Department, herein referred to as Inyo County, doing business at 207 "A" South Street, Bishop, CA 93514; collectively referred to hereinafter as "The Parties".

### **Hereby agree to the following:**

- I. Name of Program: Services will be provided under the Housing Opportunities for People with AIDS program, herein referred to as HOPWA.
- II. Purpose: The purpose of this memorandum of understanding (MOU) is to assist Inyo County clients in accessing HOPWA assistance (short term emergency financial assistance with rent, mortgage or essential utilities) by completing the HOPWA application and request for assistance forms and delivering them by mail or fax to Sierra HOPE. The Inyo County Health and Human Services/Health Division, Ryan White CARES Program Case Manager will be assisting the clients with this application process. Sierra HOPE will verify all applications are complete, determine client eligibility, and issue appropriate HOPWA financial assistance.
- III. Scope of Work:

#### **Sierra HOPE will:**

1. Amend the MOU with the State Office of AIDS to administer the HOPWA program for Inyo County by including Inyo County, along with other counties served, in its application for funds to the State.
2. Provide information and forms to the Inyo County so that they can assist their HIV+ clients in applying for HOPWA assistance.
3. Be available by telephone and email to answer questions of the Ryan White Case Manager, to help them with the HOPWA application process.
4. Receive HOPWA applications from Inyo County and follow-up with the Case Manager to resolve any problems or questions that might delay processing.
5. Upon verifying that the application is complete and client is eligible, issue appropriate financial assistance checks to the landlord or agency.
6. Maintain records as required by the state, and include Inyo County data in reports submitted to the State Office of AIDS.
7. Maintain the confidentiality of protected health information, as described by the HIPAA Business Associate Agreement in Article XVI of this MOU.

#### **Inyo County will:**

1. Inform their HIV+ clients of the availability, purpose, and limitations of HOPWA short-term financial assistance for housing and essential utilities.
2. Assist clients in completing the Housing Application and Assessment, including the Individual Housing Plan, Income Eligibility Worksheet, and Client Budget Worksheet.
3. Obtain written consent from the client before sharing any information with Sierra

## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

- HOPE, and include a copy of the signed consent with the HOPWA application.
4. Consult with Sierra HOPE if the Inyo County Health and Human Services Department has questions about the application process, and be available by telephone or email to respond to any questions about applications that are submitted.
  5. Provide supporting documentation, such as proof of HIV+ status, copies of rental agreements, mortgage or utility bills, etc. with the HOPWA application.
  6. Only request HOPWA assistance for allowable client expenses for rent, mortgage or essential utilities.
  7. Receive confirmation of distribution of financial assistance checks from Sierra HOPE to the designated payee, unless other arrangements are agreed to.
  8. Decline any reimbursement for completion of application to the Ryan White CARES Programs. This will allow limited funding to go directly to client services.

### **Both parties further agree that:**

1. All HOPWA assistance is subject to availability of funds, as well as HOPWA guidelines established by HUD or the State Office of AIDS, and Sierra HOPE policies and procedures. Copies of all guidelines, policies and procedures will be furnished to the Ryan White Case Manager by Sierra HOPE.
  2. Checks for financial assistance can only be made payable to the HIV+ client's landlord, mortgage company, or utility company.
  3. Checks will be mailed to the Ryan White Case Manager unless other arrangements are agreed to.
  4. HOPWA funds for all counties served by Sierra HOPE, if unspent, may be reallocated to assist clients in any of the participating counties.
  5. Sierra HOPE shall retain the portion of HOPWA funds that it is allowed by the State to cover its administrative expenses, equal to 7% of the total MOU award.
- IV. Term of MOU: The term of this MOU is July 1, 2016 through June 30, 2019.
- V. Governing Law: This MOU is governed by and construed in accordance with all laws, regulations, and contractual obligations to which Sierra HOPE is bound.
- VI. Records: The Parties shall keep records in an organized manner and in accordance with general business standards, pertaining to all goods and services furnished under the terms of this MOU and be made available for inspection, examination, and copying as follows:
- a. By representatives of the State and United States Department of Health and Human Services;
  - b. At all reasonable times at the contractor's place of business, or other mutually agreed upon location in California; and
  - c. For at least three years from the end of the term of the MOU.
- VII. Non-Reimbursement: Inyo County shall submit no claim to, demand or otherwise collect reimbursement from individuals served under the MOU (or persons acting on their behalf) for any services reimbursed in whole or in part under the MOU, except to collect third-party co-payment or third-party share-of-cost.

## MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

- VIII. Termination: This MOU may be terminated without cause by either Sierra HOPE or Inyo County upon thirty days written notice to the other party. Such notification shall state the effective date of termination and be provided as set forth in Section XV.
- IX. Disclosure: The Parties agree that all records and information associated with this contract shall be confidential and disclosure of such confidential information shall only be made as required by law. Parties shall have procedures to prevent the unauthorized disclosure of confidential client information during acquisition, use, retention, and disposal of the information.
- X. Non-Discrimination: Inyo County shall comply with the non-discrimination provisions of the State of California, Department of Public Health.
- XI. Insurance:
- A. Inyo County: Prior to the commencement of any work, and at all times during the MOU, Inyo County shall maintain a general comprehensive insurance policy, including provisions for errors and omissions insurance, to cover damages to persons or property caused by Inyo County employees, agents, or volunteers or occurring on Inyo County's premises arising out of Inyo County's participation in the HOPWA program.
- B. Sierra Hope: Prior to the commencement of any work, and at all times during the MOU, Sierra HOPE shall procure and maintain for the duration of the MOU, insurance against claims for injuries or persons or damages to property which may arise from or in connection with the performance of the work hereunder and indemnify and hold harmless, Inyo County, departments, officials, employees, agents and volunteers for any liability arising out of services performed under this MOU.
- C. Minimum Scope of Coverage: Both parties are required to carry insurance that meets the following conditions:
1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
  2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  3. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineer's coverage is to be endorsed to include contractual liability.
- D. Minimum Limits: Any and all insurance coverage shall maintain limits no less than:
1. General Liability (including operations, products and completed operations as applicable): \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with general aggregate limit is used,

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

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. Employer's Liability: \$300,000.00 per accident for bodily injury or disease.
3. Errors and Omissions Liability: N/A per occurrence.

XII. Verification of Coverage: Sierra HOPE shall furnish Inyo County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Inyo County before work commences. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications at any time.

XIII. Defense and Indemnification:

A. Sierra HOPE agrees to defend, indemnify, hold harmless and release Inyo County, their officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Sierra HOPE hereunder, whether or not there is concurrent negligence on the part of Inyo County, but excluding liability due to the active negligence or willful misconduct of Inyo County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Sierra HOPE or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of Sierra HOPE to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. Inyo County agrees to indemnify, hold harmless and release Sierra HOPE, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions in the performance by Inyo County hereunder, whether or not there is concurrent negligence on the part of Sierra HOPE, but excluding liability due to the active negligence or willful misconduct of Sierra HOPE. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to Inyo County or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of Inyo County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

XIV. Effective Date: This MOU shall not be fully executed until it is signed and dated by both Sierra HOPE and the Chairperson for the Inyo County Board of Supervisors.

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

XV. Notices: Any notices pertaining to this MOU will be directed to the persons at the following address:

Sierra HOPE  
Attention: Jerry Cadotte  
1168 Booster Way  
P.O. Box 159  
Angels Camp, CA 95222-0159  
Telephone (209) 736-6792

Inyo County Health Department  
Attention: Anna Scott  
207 "A" South Street  
Bishop, CA 93514  
Telephone (760) 873-7868

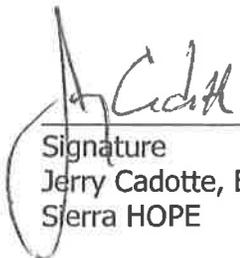
XVI. HIPAA Business Associate Agreement: The Parties agree to execute the Business Associates Agreement attached here to as Attachment A.

XVII. Entire Agreement: This MOU 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.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

For Sierra HOPE:

For Inyo County:

 5-26-16  
Signature Date  
Jerry Cadotte, Executive Director  
Sierra HOPE

\_\_\_\_\_  
Signature Date  
, Chairperson

# MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

## Attachment A

### Business Associates Agreement

This Business Associate Agreement ("Agreement") supplements and is made a part of the Memorandum of Understanding ("MOU") by and between the Health and Human Services Public Health division, referred to herein as Covered Entity ("CE"), and Sierra HOPE, referred to herein as Business Associate ("BA").

#### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the MOU, 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 MOU 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 MOU 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.

## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH 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 MOU and as permitted under the MOU 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 MOU and as permitted under the MOU 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

## MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

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 CE to BA for services provided pursuant to the MOU.
- 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 MOU 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 MOU 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 C.F.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

## MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

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



## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

- b. **Judicial or Administrative Proceedings.** CE may terminate the MOU, 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 MOU 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 MOU or 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 and 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 MOU upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the MOU or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the MOU 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 MOU 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.

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF  
HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

**7. No Third-Party Beneficiaries**

Nothing express or implied in the MOU 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 MOU**

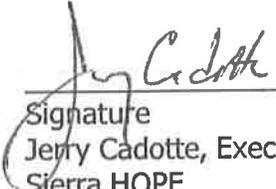
Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the MOU shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the MOU that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the MOU 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.

For Sierra HOPE:

For Inyo County:

 5-26-16  
Signature Date  
Jerry Cadotte, Executive Director  
Sierra HOPE

\_\_\_\_\_  
Signature Date  
, Chairperson



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
19

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

**FROM:** HEALTH & HUMAN SERVICES - Social Services

**FOR THE BOARD MEETING OF:** June 28, 2016

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

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed \$150,000.00, for the period of July 1, 2016, through June 30, 2017, contingent upon the Board's adoption of FY 2016/2017, budget, and authorize Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The County of Inyo has successfully contracted with the Inyo County Superintendent of Schools (ICSOS) for the services provided through Child Care Connection for over fifteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized provider. This program also assists newly employed parents to keep their child care relationship as long as they are eligible, and then move them to other funding sources as possible. Over the last two years, there has been a slight increase in the number of persons eligible to access this service, as well as increase in costs related to the provision of child care. In addition, our Department is in the process of enhancing our employment services in hopes of not only serving our CalWORKs population, but also meeting the needs of persons who are leaving our local jail facility and are on Probation, as well as those clients in other HHS divisions such as Behavioral Health and Child Welfare. The Department is recommending the contracted dollar amount increase from \$125,000 to \$150,000 for the upcoming fiscal year in order to ensure adequate funding level.

The ICSOS is the only agency of this type that manages child care subsidies serving the area. HHS is respectfully recommending your Board approve this contract for FY 2016/2017, which will ensure continued subsidized child care services for our CalWORKs participants.

**ALTERNATIVES:**

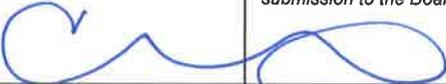
Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two persons to duplicate the services being provided at Child Care Connection. We would also lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income and are transitioning out of Stage 1 child care services.

**OTHER AGENCY INVOLVEMENT:**

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

**FINANCING:**

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

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>Yes</u> Date: <u>6/17/16</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>[Signature]</u> Date: <u>6/20/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____

***DEPARTMENT HEAD SIGNATURE:***

(Not to be signed until all approvals are received)

Jean Gunn by M. Mase Date: 6/21/16

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

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo County Superintendent of Schools of Independence, 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 Jean Turner, whose title is: HHS Director. 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 \$150,000 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 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	
Health and Human Services	Department
PO Drawer A	Street
Independence, CA 93526	City and State

Contractor:	
Inyo County Superintendent of Schools	Name
PO Drawer G	Street
Independence, CA 93526	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** Inyo County Superintendent of Schools  
**FOR THE PROVISION OF** Stage 1 Child Care **SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By:   
Signature

TERENCE K. M<sup>C</sup>A TEER  
Print or Type Name

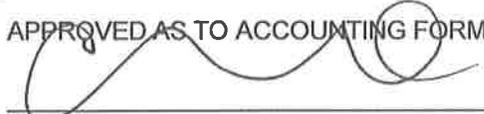
Dated: 6/13/16

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**  
Inyo County Superintendent of Schools

**AND**

Stage 1 Child Care

**FOR THE PROVISION OF**

**SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCOPE OF WORK:**

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

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

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
Inyo County Superintendent of Schools

**AND** \_\_\_\_\_  
Stage 1 Child Care

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**SCHEDULE OF FEES:**

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed monthly on the 20th day of each month.

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

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
20

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF: June 28, 2016**

**SUBJECT:** Contract Amendment Number Three (3) for Life Remedies and Celebrations

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve Amendment Three (3) to the contract with Life Remedies and Celebrations for an extension of In-Home Supportive Services (IHSS) Employer of Record services, for an additional annual amount of \$80,000 totaling a maximum of \$160,000 for two years, for a total contract amount not to exceed \$763,941, and extend the term of the Contract from an ending date of June 30, 2016 to June 30, 2018, contingent upon the adoption of future budgets, with the possible termination during that time contingent upon the State's implementation of the re-structuring of the IHSS program, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The IHSS program is required by California law to have an "Employer of Record" for bargaining purposes for IHSS providers of in-home services to clients. These providers are hired by the clients; County Social Workers authorize the number of hours a provider may work based on an individual client's need. A registry of potential providers and the management of training and bargaining issues are managed by our contractor, Life Remedies and Celebrations (LRC). Originally, LRC was chosen as the successful respondent to a Request for Proposals to provide IHSS Employer of Record services, during which time the State has had protracted discussions about the State taking over the IHSS Employer of Record tasks. LRC has continued to maintain a presence in Inyo County and has demonstrated the type of experience needed to provide excellent service on behalf of Inyo County. Given the State's continued plan to bring the entire IHSS program into managed care and eliminate the need for local Employers of Record (after the State takes over that function), HHS is requesting to simply extend the existing contract for two additional years, with the usual early termination language in the event the such early termination becomes necessary. This proposed contract extension also would allow the existing, knowledgeable contractor to work with County staff to ensure a smooth transition of the program to the State, and would eliminate possible additional transitions (to a potential new Employer of Record) for clients and providers.

**ALTERNATIVES:**

Your Board could require staff to produce a new Request for Proposals select an Employer of Record contractor for a period of 12-24 months before those services are terminated.

**OTHER AGENCY INVOLVEMENT:**

State of California, United Domestic Workers

**FINANCING:**

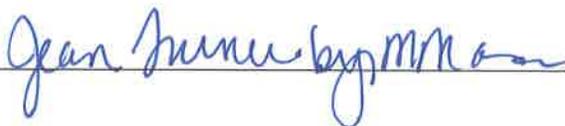
Federal, State and Social Services Realignment funds. This contract would be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>Yes</u> Date: <u>6/17/16</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)   Approved: <u>yes</u> Date: <u>6/20/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)   Approved: <u>_____</u> Date: <u>6-21-16</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 6/21/16

**AMENDMENT NUMBER 3 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Life Remedies and Celebrations**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Life Remedies & Celebrations, of Corning, CA  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated April 14, 2009, on County of Inyo Standard  
Contract No. 116, for the term from July 1, 2009 to June 30, 2018.

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

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

County and Contractor hereby amend such Agreement as follows:

Section 2 (Term) of the contract is replaced with the following:

The term of this Agreement shall be from July 1, 2009 to June 30, 2018 unless sooner terminated as provided below.

The first sentence of Paragraph 3.D Limit upon amount payable under Agreement shall be amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$763,941 (hereinafter referred to as "contract limit").

Attachment B (Schedule of Fees) shall be amended to read as follows:

The total cost of services stated in Attachment A for the contract period of July 1, 2009 to June 30, 2018 shall be \$763,941. The annual amounts are as follows: FY 2009/2010 = \$94,647; FY 2010/2011 = \$94,647; FY 2011/2012 = \$94,647; FY 2012/2013 = \$80,000; FY 2013/2014 = \$80,000; FY 2014/2015 = \$80,000; FY 2015/2016 = \$80,000; FY 2016/2017 = \$80,000; and FY 2017/2018 = \$80,000

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Life Remedies and Celebrations

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: Rochelle Anne Noda  
Signature

Rochelle Anne Noda  
Type or Print

Dated: 6-11-2016

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager



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

For Clerk's Use Only:  
AGENDA NUMBER

21

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

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Contract between the Inyo Local Agency Formation Commission and the County of Inyo to provide staff services

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$26,500 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign; and direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2016-2017 Budget.

**SUMMARY DISCUSSION:** The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted \$26,500 in Fiscal Year (FY) 2016-2017 for staff and counsel services.

**ALTERNATIVES:** The Board could not approve the contract and not direct staff to provide services to Inyo LAFCO as outlined in the contract.

**OTHER AGENCY INVOLVEMENT:** Inyo LAFCO

**FINANCING:** The Inyo LAFCO FY 2016-2017 Final Budget proposes both the City of Bishop and Inyo County contribute \$5,000 in funding for the Inyo LAFCO FY 2016-2017 Budget. Other expenses will be provided for by fund balance. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817).

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/13/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/15/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>6/15/16</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) Joshua Hart Date: 6/21/16

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

**INTRODUCTION**

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as "Inyo LAFCO") to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

WHEREAS, Inyo LAFCO has the need for the services of the County of Inyo (hereinafter referred to as "County"), 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 County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors 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.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under 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. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment **B** to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment **B** to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Twenty-Six Thousand Five Hundred and 00/100 \_\_\_\_\_ Dollars (\$26,500) (hereinafter referred to as "contract limit"). County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO shall, when billed, pay to County its actual cost of providing general liability insurance as set forth in the Scope of Work (Attachment A).

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO 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. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

#### 4. **WORK SCHEDULE.**

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to insure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

#### 5. **STATUS OF PARTIES.**

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO 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, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO 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 entity:

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

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

## **STATUS OF COUNTY OFFICERS AND EMPLOYEES.**

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

## **6. WARRANTY OF ELIGIBILITY.**

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.epls.gov>.

## **8. DEFENSE AND INDEMNIFICATION.**

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents 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, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

## **8. CANCELLATION.**

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar days written notice of such intent to cancel.

## **9. DEFAULT.**

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar days written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

#### **10. 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 19 below.

#### **11. ASSIGNMENT/SUBCONTRACTING.**

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

#### **12. PRODUCTS OF COUNTY'S WORK AND SERVICES.**

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

#### **13. RECORDS AND AUDIT.**

A. Records. County shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal, ordinances, regulations, and directions. County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. County 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 Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, 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 County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**14. NONDISCRIMINATION.**

During the performance of this Agreement, neither party, or their agents, officers and employees, shall 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, ages, or sex. Both parties and their 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. The parties 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.

**15. CONFIDENTIALITY.**

County agrees to comply with the various provisions of federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by County in the course of performance under this Agreement, shall be privileged, restricted, or confidential.

**16. 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.

**17. FUNDING LIMITATION.**

The ability of Inyo LAFCO 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, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County 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 19.

**18. 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.

**19. 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.

**20. 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 Inyo LAFCO 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  
COUNTY ADMINISTRATOR  
224 North Edwards  
Independence, California 93526

Inyo LAFCO:  
Joshua Hart \_\_\_\_\_ Name  
Executive Officer  
168 North Edwards \_\_\_\_\_ Street  
Independence, CA 93526 \_\_\_\_\_ City and State

**21. 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 THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**INYO LAFCO**

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

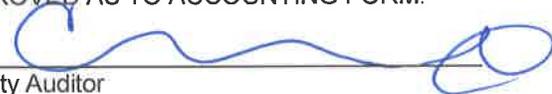
DAVE PATTERSON  
Print or Type Name

Dated: 6/13/16

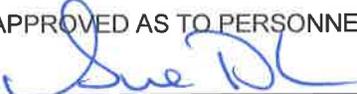
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
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

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

**SERVICES TO BE PROVIDED BY THE COUNTY**

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed Legal Counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. County will provide Inyo LAFCO and its officers the same broad form general liability insurance coverage as County provides for itself and its officer through the Excess Insurance Authority (EIA), including the same coverage, coverage limits, exclusions, and Self-Insured Retention (SIR).
- J. Maintain the Inyo LAFCO website in compliance with Governmental Code Section 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND THE INYO LOCAL AGENCY FORMATION COMMISSION  
FOR THE PROVISION OF SERVICES**

**TERM:**

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

**HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:**

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Deputy County Counsel, and Assistant County Counsel shall be 98.00 per hour or such rate as established by Code, whichever is higher.

**HOURLY RATES (FLAT) OF PROFESSIONAL EMPLOYEES OF OFFICE OF THE COUNTY  
COUNSEL:**



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

For Clerk's Use Only:
AGENDA NUMBER
22

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: **June 28, 2016**

SUBJECT: Sole Source Contract for Building Inspection and On-call Plancheck Services with AndersonPenna Partners, Inc.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board: A) Approve AndersonPenna Partners, Inc. as a sole source provider for the provision of Building Inspection and On-call Plancheck services; and, B) Award the contract between the County of Inyo and AndersonPenna Partners, Inc. in an amount not to exceed \$130,000.00, for the period of June 28, 2016 through December 31, 2016 contingent upon the Board's adoption of future budgets; contingent upon authorized signatures being obtained and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The sudden unexpected retirement of the County's Associate Building Official, has left the County in a position where it must quickly put into place an alternative method for building permits to be reviewed, approved and inspected.

Staff has reached out to both Willdan, who has previously provided consulting work for the County, and AndersonPenna Partners, Inc. to determine cost, responsiveness and availability. Willdan was unable to provide service in a timely manner and AndersonPenna Partner, Inc. is available to provide these much needed services. We are requesting use of a sole source pursuant to Section IV (I)(2)(e) "A critical proposed schedule for the service and/or project being requested that only this contractor can meet" of the Inyo County Purchasing Manual.

We are currently in the process of recruiting a permit building inspector. However, it is unlikely that an inspector with substantial experience will be found in the near term. Consequently, the possible duration of the AndersonPenna Partners, Inc. contract anticipates a substantial period of overlap and training.

**ALTERNATIVES:**

The Board could choose not to approve the contract with AndersonPenna Partners, Inc. However, this is not recommended as it would severely impact the County's ability to service the building community.

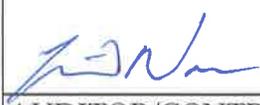
**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**Adequate funds are budgeted in salary and appropriation changes will be made as necessary.**

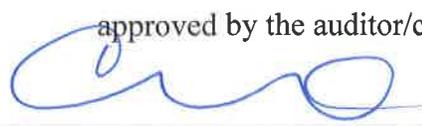
**APPROVALS**

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 6/15/16

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 6/20/2016

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: 6/21/16

## Sole Source Justification Form

**Sole Source:** A unique service or item that is only available from a single source or one source is the only practical way to respond to overriding circumstances. 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 Authority (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.**

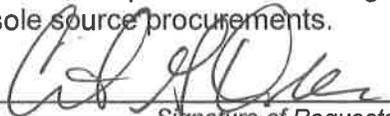
- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**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.**

**a) Building inspection and plancheck services due to unanticipated retirement of Associate Building Official. This service is necessary to allow for continued building construction in the unincorporated portion of Inyo County. We are requesting use of a sole source pursuant to Section IV (1)(2)(e) "A critical proposed schedule for the service and/or project being requested that only this contractor can meet" of the Inyo County Purchasing Manual.**

DEPARTMENT CONTACT PERSON & TITLE Clint Quilter	
DEPARTMENT NAME Inyo County Public Works	PHONE 760-878-0201
REQUESTED SUPPLIER/CONSULTANT NAME AndersonPenna Partners, Inc.	
SUPPLIER ADDRESS 3737 Birch Street, Suite 250 Newport Beach, CA 92660	SUPPLIER CONTACT'S PHONE NUMBER (949) 428-1500

The Authority's Policies 5.01(6) and 5.02(7) describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the Authority's policy on sole source procurements.

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

  
 \_\_\_\_\_  
 Date

See contract commitment provided by contractor

\_\_\_\_\_

*President/CEO Approval*

\_\_\_\_\_

*Date*

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AndersonPenna Partners, Inc.**  
**FOR THE PROVISION OF As-needed Building Inspection and Plan Check Services SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Building Inspection and Plan Check services of AndersonPenna Partners, 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 Public Works 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.

**2. TERM.**

The term of this Agreement shall be from June 28, 2016 to December 31, 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. 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 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.

C. 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 130,000.00 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.

D. 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.

E. 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 or as otherwise may be required. 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, s, 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 C 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 Consultant is to be considered an employee of County. 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 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 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 Consultant, 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-two (22) below.

**17. CONFIDENTIALITY.**

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant 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-two (22) (Amendment).

**22. 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.

**23. 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:

<b>County of Inyo:</b>	
Public Works	Department
P.O. Drawer Q	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
AndersonPenna Partners, Inc.	Name
373 Birch Street, Ste 250	Address
Newport Beach, CA 92660	City and State

**24. 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 \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

Signature

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

Print or Type Name

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

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 AndersonPenna Partners, Inc.  
FOR THE PROVISION OF As-needed Building Inspection and Plan Check Services SERVICES**

**TERM:**

**FROM:** June 28, 2016

**TO:** December 31, 2016

**SCOPE OF WORK:**

Upon assignment of the tasks by the County, the Consultant shall perform tasks related to specific buildings inspection. The basic building inspection tasks below relate directly to the field inspection of structures and construction sites:

1. Schedules daily inspection routes.
2. Inspects and examine construction to ensure compliance with local and state building, fire, electrical, plumbing, mechanical, and green building codes, energy regulations, stormwater management requirements, and any other applicable building regulations governing the construction's use, occupancy, safety, and sanitation.
3. Confirm construction meets or exceeds design requirements as defined by the permitted set of plans as issued by the County, specifications, calculations, and any applicable reports.
4. Reviews permit package, including inspection records for verification of square footage, valuation, and possible zoning violations, such as setbacks, height, stories, or illegal dwelling units, etc., as identified on the information provided.
5. Calculates loads on circuits and determines safety of wiring.
6. Notifies applicants of necessary correction items by leaving a written notice on a standardized County inspection correction form at the inspection site.
7. Contacts the County the same working day and requests initiation of service for gas and electrical utilities as appropriate upon an approved inspection for temporary construction power, occupancy, or final clearance.
8. Documents findings, prepares reports, and maintains records of inspections.
9. Confers with and assists property owners, designers, and builders regarding practices and techniques of design, construction, and building technology requirements.
10. Responds to telephone inquiries about code requirements and inspection procedures relating to assigned projects.
11. Assists County building inspection personnel in resolving field problems resulting from contractors' omissions.
12. Checks plans submitted for review.
13. Assists customers at the building counter.
14. Provides courteous, quality service to members of the public.
15. Uses computer software programs, including mobile applications, as applicable and available at the County; word processors, spreadsheets, and electronic mail; uses mobile computers, mobile phones, and radios; uses automated office equipment such as scanners, copiers, fax machines, etc.
16. Reviews any available automated permit system output and identifies other requirements noted at the time of permit issuance and indicated on the inspection request or the manual permit, such as required approvals from the Department of Public Works, local fire departments, and other appropriate State and local agencies regarding roads, sanitation, fire protection, and water districts.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AndersonPenna Partners, Inc.  
FOR THE PROVISION OF As-needed Building Inspection and Plan Check Services **SERVICES****

**TERM:**

**FROM:** June 28, 2016

**TO:** December 31, 2016

**SCHEDULE OF FEES:**

It is understood that work will be performed on an alternative work schedule of four - 10 hour days, and that this is not prevailing wage work. Overtime or Double time will be billed in accordance with the California Department of Industrial Relations rules for computing overtime and double time for an alternative work schedule. In summary, 1) No overtime is required for a regular schedule of not more than 10 hours per workday within a 40-hour workweek. 2) 1.5 times the employee's regular rate of pay for any work in excess of the regularly scheduled hours in any workday beyond the schedule established up to 12 hours a day or beyond 40 hours per week. This requires payment of time and one-half for any work performed (up to eight hours) on a Saturday or Sunday. 3) Double the employee's regular rate of pay for work in excess of 12 hours per day and any work in excess of eight on those days worked beyond the regularly scheduled number of workdays. 4) If the County changes the schedule to an 8 hour day on a regular basis, overtime will revert to overtime pay required after 8 hours and up to 12 hours, and double time after 12 hours.

Building Inspector (non-prevailing wage) / Plan Checker \$107/hour regular  
Building Inspector (non-prevailing wage) / Plan Checker \$160.50/hour overtime  
Building Inspector (non-prevailing wage) / Plan Checker \$214/hour double time  
Hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. A 4-hour minimum callout applies to inspection staff.

**Travel and Per Diem:**

\$102/night hotel (not to exceed) to be billed at cost (current GSA rates as shown in Attachment C)

Mileage to be billed at cost based on mileage log and current IRS/GSA rate (\$0.54 for 2016). Mileage to include weekly trips

Miscellaneous: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, site facility internet service charges, overnight postage / couriers, etc., are billed at actual cost.  
Subconsultant services, if requested by the County, billed at actual cost plus ten percent (10%) to cover overhead and administration.

Should the Contract duration be extended beyond the term noted above, rates will be subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business, as mutually agreeable to the parties and approved via Contract amendment prior to implementing higher rates.

**Exclusions to Scope and Fee:** The following items are specifically excluded:

- Legal advice
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Soils and/or materials deputy inspection and/or testing
- Specialized Software (other than MS Office Suite) and MS Project
- Expert witness services
- Standby services

**ATTACHMENT C**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
AndersonPenna Partners, Inc.  
**FOR THE PROVISION OF** As-needed Building Inspection and Plan Check **SERVICES**

**TERM:**

**FROM:** June 28, 2016 **TO:** December 31, 2016

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Lodging will be billed at cost + 5% for administration, upto \$102 per day  
Mileage for weekly travel to Inyo County and travel required to perform services.

See attached GSA schedule for lodging and per diem.



**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: <b>AGENDA NUMBER</b>  23
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**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Approve Amendment No. 1 to the master contract for fire extinguisher services with Blizzard Fire Protection of Mammoth Lakes, CA, for additional service needs increasing the contract \$4,110.45 for a not-to-exceed amount of \$12,154.20.

**DEPARTMENTAL RECOMMENDATIONS:** Request your Board:

- A. Approve Amendment No. 1 to County of Inyo Standard Contract No. 116, between the County of Inyo and Blizzard Fire Protection of Mammoth Lakes, CA for fire extinguisher services increasing the contract \$4,110.45 for a not-to-exceed amount of \$12,154.20.
- B. Authorize the chairperson to execute Amendment No.1, contingent upon obtaining appropriate signatures and future budgets.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:** Building and fire codes require installation of fire extinguishers. Other codes require routine inspection of the systems in order to ensure their correct operation if/when an event occurs. The Public Works Department requested counts from all County Departments and the initial information was there were 275 fire extinguishers at various locations. As the inspections were in process it was discovered there are significantly more than the Department was aware of at the time. The County of Inyo has 437 fire extinguishers in various locations rather than the initial 275 fire extinguishers reported. Six (6) of the Type ABC extinguishers will be traded out for six (6) Type Halotron Extinguishers in FY 2016/2017.

Blizzard Fire Protection is currently providing fire extinguisher services under a master contract for various County locations. The master contract is for the period of February 10, 2016 to February 09, 2018, and originally contracted for \$8,043.75. Amendment No. 1 to Blizzard Fire Protection's contract is for:

- I. FY 2015/2016
    - a. Currently contracted
      - i. 275 Type ABC extinguishers @ \$9.75 each
        - 1. Total \$2,681.25
    - b. Additional service needs
      - i. 159 Type ABC extinguishers @ \$9.75 each
        - 1. Total \$1,550.25
      - ii. 3 Type Halotron @ \$85.85 each
        - 1. Total \$257.55
  - a. TOTAL increase \$1,807.80
- II. FY 2016/2017
  - a. Currently contracted
    - i. 275 Type ABC extinguishers @ \$10.00 each
      - 1. Total \$2,750.00
  - b. Additional service needs
    - i. 153 Type ABC extinguishers @ \$10.00 each (The County will switch 6 ABC extinguishers for 6 Halotron)
      - 1. Total \$1,530.00

- ii. 9 Type Halatron @ \$85.85 each (The County will switch 6 ABC extinguishers for 6 Halotron)
  - 1. Total \$772.65
    - a. TOTAL increase \$2,302.65

Amendment No. 1 to the master contract is an increase of \$4,110.45 for a not-to-exceed amount of \$12,154.20

The Public Works Department recommends your Board approve Amendment No. 1 to the master contract for fire extinguisher services with Blizzard Fire Protection of Mammoth Lakes, CA, for additional service needs, increasing the contract \$4,110.45 for a not-to-exceed amount of \$12,154.20.

**ALTERNATIVES:** Your Board could choose not to approve Amendment No. 1 and direct staff to obtain separate purchase orders. This is not recommended as the Public Works Department has invested time in the current arrangement. Additionally, staff is very satisfied with Blizzard Fire Protection's responsiveness and customer service.

**OTHER AGENCY INVOLVEMENT:** County Counsel's Office, Auditor's Office, and the Risk Manager to review and sign the contract.

**FINANCING:** Funding for this work is budgeted in the Building & Maintenance (011100) Professional Services Object code 5265.

APPROVALS	
<b>COUNTY COUNSEL:</b> <small>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</small>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <div style="text-align: right; margin-top: 10px;">           Approved: <u>Yes</u>      Date <u>6/14/16</u> </div>
<b>AUDITOR/CONTROLLER</b> <small>(Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</small>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <div style="text-align: right; margin-top: 10px;">           Approved: <u>yes</u>      Date <u>6/14/2016</u> </div>
<b>PERSONNEL DIRECTOR</b> <small>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</small>	<b>PERSONNEL AND RELATED ITEMS</b> <div style="text-align: right; margin-top: 10px;">           Approved: <u>N/A</u>      Date _____         </div>

**DEPARTMENT HEAD SIGNATURE:** [Signature]      Date: 6/15/16  
 (Not to be signed until all approvals are received)

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
FIRE EXTINGUISHER SERVICES  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and BLIZZARD FIRE PROTECTION \_\_\_\_\_, of MAMMOTH LAKES, CA \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated FEBRUARY 09, 2015 \_\_\_\_\_, on County of Inyo Standard Contract No. 116, for the term from FEBRUARY 10, 2015 \_\_\_\_\_ to FEBRUARY 09, 2018 \_\_\_\_\_.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, shall not exceed TWELVE THOUSAND ONE HUNDRED FIFTY FOUR DOLLARS AND TWENTY CENTS (\$12,154.20) (hereinafter referred to as "contract limit")."
2. Attachment A, SCOPE OF WORK, ATTACHMENT B, to the contract shall be revised to include additional fire extinguisher services included in Attachment A1 to Amendment No. 1.
3. Attachment B, SCHEDULE OF FEES, to the contract shall be revised to include additional fire extinguisher services included in Attachment B1 to Amendment No. 1.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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  
FIRE EXTINGUISHER SERVICES  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

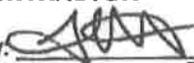
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

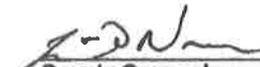
**CONTRACTOR**

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

JENA CRISSE, BLIZZARD FIRE PROTECTION  
Type or Print

Dated: 6/8/16 \_\_\_\_\_

**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 RISK ASSESSMENT:**

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

**ATTACHMENT A1**

**AGREEMENT BETWEEN COUNTY OF INYO AND  
BLIZZARD FIRE PROTECTION  
FOR THE PROVISION FIRE EXTINGUISHER SERVICES**

**TERM:**

**FROM:** FEBRUARY 10, 2015                      **TO:** FEBRUARY 09, 2018

**SCOPE OF WORK:**

The scope of work described in the original contract, dated February 09, 2015 is revised to include additional included in Attachment A1 to amendment No. 1.

## Attachment A1

Location	Number of Extinguishers	Location of Extinguisher	Type of Extinguisher
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**Bishop Locations**

Bishop Library 210 Academy	3	Front Door, Restroom, South East Door and Mechanical Room	ABC
HHS/Probation	4	HHS side, Probation side	3 ABC / 1 Halatron
Road Shop 701 South Maint St	58	Northeast shop, West wall, East wall, Southeast shop wall, Various locations and Auto's	ABC
Administration/HHS 163 May St	2	First floor lobby, Second floor	ABC
County Services Building 207 W. South St	3	Farm Advisor, West Hall, Health Department	ABC
Social Services 162 Grove St. Suites A, B, and F, Bishop	4	Main Lobby, Group Room and CSOC	ABC
Health and Human Services 162 Grove St. Suites I, J, K, and E, Bishop	2	AODS	ABC
Health and Human Services 162 Grove St. Suites H and G, Bishop	3	DOSS and CPS	ABC
IMAA 162 Grove	1	Main Lobby	ABC
Progress House 536 N. Second St	5	Office, lounge, pool room, kitchen	ABC
Bishop Senior Center 506 Park Ave	3	Southeast hall, Hall Kitchen, and Main Kitchen	ABC
WIC 568 West Line St	3	Main lobby, Kitchen, Restroom	ABC
Clark Wing Sheriff substation 301 W Line St	6	Various Location check with staff	ABC
Sheriff MINT Office 301 West Line St		Must contact Bishop Substation 760-873-7887	ABC

Attachment A1

Bella Vous DA/Child support 230 W. Line st	4	Door by CLETS Printer/ DA	ABC
Bishop Search & Rescue Posse hut located at Bishop Airport	2	Kitchen/meeting room, Equipment Bay	ABC
Millpond Recreation Center Shop	2	Inside Park Shop	ABC
Eastern Sierra Regional Airport Terminal Building	2	Back door by office, East entrance to terminal	ABC
Eastern Sierra Regional Airport Firehouse	2	Front Door, Fire Truck	ABC
Eastern Sierra Regional Airport Fuel stations	12	Fast Pay terminals, fuel tanks, Fuel Trucks, X9, rolling ramp extinguisher, Emergency vault	6 ABC / 6 Halatron
Bishop Landfill sunland Road	7	Gate Shop various vehicles	ABC
Eastern Sierra Weed WYE road	4	Shop and Various vehicles	ABC
Laws Watersystem Laws	1	Chlorination Well	ABC

**Big Pine Locations**

Big Pine Library 110 Main st	2	Front Door, South Door	ABC
Big Pine Town Hall 180 Dewey	2	Front Door, Southwest Door	ABC
Big Pine Road Shop 160 Dewey		Included with Bishop Count	ABC
Big Pine Dump Just south of Big Pine	6	Gate shop, Various Vehicle	ABC
Animal Shelter 1001 County Road	9	New Building, Old building , Various Vehicles, Trailers	ABC

**Independence Locations**

County Admin Center 224 N Edwards St	3	East Lobby, West Hall, Break room	ABC
Commander's House 201 North Edwards	1	Front Door	ABC

## Attachment A1

Superior Court II Pavillion Street	2		ABC
Health Dept 136 Market	3	Southwest Hall, Northeast wall	2 ABC / 1 Halatron
Main Courthouse 168 N Edwards	2	2nd floor located in North, and south hallways	ABC
Main Courthouse Superior Courts 168 N Edwards	2	3rd floor Entry Way, Basement in Supercourts wing mounted on wall	ABC
Annex Building 168 N. Edwards	11	1st Floor Information services, Assessor Office, Entry way by enviromental lab, 2nd Floor Enviromental office, Entry way next to Public works	10 ABC / 1 Halatron
Motor Pool /Electlons 136 South Jackson	2	South Wall	ABC
Maintenance Shop 136 South Jackson	3	Various location in building	ABC
Water Department 135 S Jackson	13	Various Vehicles	ABC
Water Department 135 S Jackson	5	Various location in building	ABC
Legion Hall 201 S Edwards	2	Southeast Wall, North West wall	ABC
Mazourka Shop 750 S. Clay	50	Various Locations and Autos	ABC/CD
Eastern California Museum	3	South Exlt, Cash Register, by Desk	ABC
Juvenile Hall 201 Mazourka	9	Various Locations and Autos	ABC
Jail Administration 550 S Clay St	9	It. Office, Fiscal Office, N. Hall, Weight room, Admln kitchen, E. hall, Dispatch door, dispatch Interior,dispatch radio room	ABC
Jail 550 S. Clay St	19	Booking, Laundry, Kitchen, cpl. Office, Tower, boiler room, Chase way, Detention room, Bus, extras	ABC
Off Highway Vehicle Program 550 S. Clay	9	OHV 1 - 5, OHV Trailer, Forerunner Command post, fun runner toy hauler, Jetcraft boat	ABC
Sheriff Department vehicles	75	Sheriff's Administration will cordinate Various locatlon	ABC

B-6  
LP-9

## Attachment A1

Independence Water System	3	Chlorination Well, Bunker	ABC
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**Lone Pine Locations**

Lone Pine Library 150 Bush	2	Library reception Area, Office	ABC
Lone Pine Sheriff Substation 726 N. Maint	2		ABC
HHS 380 N. Mt. Whitney	4		ABC
Lone Pine Road 160 N Lone Pine	3	Shop, Office , West door	ABC
Lone Pine Dump substation Rd	6	Gate, various vehicles	ABC
Statham Hall 183 Jackson	6	Main Hall, Front door, Kitchen, Conference room, serving room	ABC
Dlaz Lake South 395	5	South Wall, west wall Adjacent shed	ABC
Lone Pine Death Valley Airport/ Water System	7	Fast Pay, Fuel Tanks, Fuel trucks, terminal 1 separate location at Chlorination well	ABC
Sheriff Search Rescue Lone pine airport	2		ABC
Olancha Dump	6	Gate, various vehicles	ABC

**Death Valley Tecopa Locations**

Shoshone Substation hwy 127 shoshone	1	Adobe #2	ABC
Deputy Residences 1 & 2 law lane	2	residence	ABC
Community Building extra for swap kept from Bishop airport	7	office, north wall, south wall, store room, kitchen	ABC
	6	Located In Building & Maint shop	ABC

**TOTAL 437**

**ATTACHMENT B1**

**AGREEMENT BETWEEN COUNTY OF INYO AND  
BLIZZARD FIRE PROTECTION  
FOR THE PROVISION FIRE EXTINGUISHER SERVICES**

**TERM:**

**FROM:** FEBRUARY 10, 2015      **TO:** FEBRUARY 09, 2018

**SCHEDULE OF FEES:**

The scope of work described in the original contract, dated February 09, 2015 is revised to include additional fire extinguisher services included in Attachment B1 to Amendment No. 1.

Attachment B1



P.O. Box 1450 / 1422 Tavern Rd C6A  
Mammoth Lakes, CA 93546  
Ph: 760-934-4455 Fax: 760-924-3338

**Fire Protection Quote for Inyo County  
Hydro-Testing and 6-year testing on Halotrons**

We will plan on being at your location as soon as approved. Please note, a clean agent extinguisher such as a halotron must be tested with the appropriate recovery tools and agent that differ from a normal dry chemical extinguisher. The prices below are to properly test and pass a clean agent, halotron extinguisher specifically.

**\$85.85 each HYDRO-TEST of Halotron, clean agent extinguisher.**

The above inspection includes a current California Fire Marshal certification tag, a 6-year inspection collar, hydro-test label and O-ring replacements as needed. This tested extinguisher will be serviceable for 6 years before it needs another 6-year collar at the above price.

**\$162.00 each NEW Halotron, clean agent extinguisher.**

The above price includes a current California Fire Marshal certification tag. A new halotron is serviceable for 6 years before it needs a 6-year collar.

Our recent visit to the Inyo County sites indicate there are 3x halotrons in need of this test: 1x Independence HHS, 1x Courthouse Annex phone room and 1x in the Bishop HHS.

Thank you for the opportunity to provide you with this quote and we look forward to working with you in the future. The above quote is valid for 12 months from the following date: March 29<sup>th</sup>, 2016  
Please contact our office and staff if you have any questions or concerns.

Thank you, Blizzard Fire Protection



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  24
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Approval of Plans and Specification for Airfield Lighting and Visual Aids Improvements-Phase 1 Construction for the Lone Pine/Death Valley Airport, FAA AIP Project No. 03-06-0126-012-2016 , Inyo County Project No. TR-16-023.

**DEPARTMENTAL RECOMMENDATION:** Request that your Board:

- A) approve the plans and specifications for the Airfield Lighting and Visual Aids Improvements-Phase 1 Construction for the Lone Pine/Death Valley Airport, FAA AIP Project No. 03-06-0126-012-2016 , Inyo County Project No. TR-16-023;
- B) authorize the Public Works Director to advertise and bid the project;
- C) authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement Airfield Lighting and Visual Aids Improvements-Phase 1 Construction for the Lone Pine/Death Valley Airport, FAA AIP Project No. 03-06-0126-012-2016 , Inyo County Project No. TR-16-023.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** The scope of work for the project generally consists of removal of existing airport lighting vault systems and replacement with a new pre-manufactured concrete vault building with factory installed new lighting power and control systems with standby power generator. The work also includes a new primary wind cone, segmented circle and taxiway edge reflectors.

The project will be funded by an entitlement FAA grant. The grant offer will be issued after the bid opening and FAA review of the bid results. The grant offer cannot be issued before the bid opening since FAA grants are "based on bids". The FAA grant offer must be accepted by the County no later than September 30, 2016, but preferably within 10 days of the grant offer.

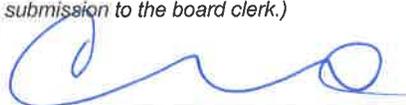
The construction, construction management and county administrative costs are ninety percent (90%) reimbursable by the anticipated FAA AIP Grant. After the FAA Grant Agreement is in place, the County can apply for a California Division of Aeronautics matching grant, which will fund five percent (5%) of the FAA Grant Agreement amount, which is four and one-half percent (4.5%) of the entire project. The County must pay the remainder of the match, which is five and one-half percent (5.5%) of the entire project. The State matching grants funds are not always available, therefore, it is possible that the county share may be 10% of the total project costs.

**ALTERNATIVES:** Your Board could choose not to approve the plans and specifications and advertising for bids for Airfield Lighting and Visual Aids Improvements-Phase 1 Construction for the Lone Pine/Death Valley Airport, FAA AIP Project No. 03-06-0126-012-2016 , Inyo County Project No. TR-16-023. This is not recommended because the available funds include entitlement grant fund transfers from the City of Los Banos Airport and the Independence Airport, both of which will expire if not obligated before September 30, 2016. If the Grant Agreement is not executed, the funding will

expire and the project cannot be constructed. Additional funding for construction would have to be identified in a subsequent year, and funding is not guaranteed.

**OTHER AGENCY INVOLVEMENT:** County Counsel (for review and approval of the bid procedures, bid documents, and contract) and Auditor (for payments to the contractor after the bid is awarded and the contract is approved).

**FINANCING:** The project will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the construction cost of the project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the construction cost of the project. The reimbursable costs will be paid through budget unit 150502, Lone Pine Airport Improvement Projects, object code 5700, Construction in Progress.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>6/17/16</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/21/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date 6/21/16  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 25

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 28, 2016

SUBJECT: Award and approve the construction contract for the Trona Wildrose Reconstruction and Rehabilitation Project ("Project") to Bowman Asphalt Inc. of Bakersfield, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the bid for the Project to Bowman Asphalt Inc. of Bakersfield, California in the amount of \$1,728,120.00; and
B. Approve and award the construction contract for the Project to Bowman Asphalt Inc. of Bakersfield, California in the amount of \$1,728,120.00; and
C. Authorize the chairperson to execute the Project contract contingent upon obtaining appropriate signatures and the adoption of the FY16/17 budget; 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 February 9, 2016 meeting of the Board of Supervisors your Board approved the plans and specifications for the Project and authorized the Public Works Director to advertise for bids for the Project.

The Project includes paving approximately 2.3 miles (unpaved section) and chip sealing approximately 5.5 miles of roadway damaged by heavy truck traffic.

On Monday May 23, 2016 bids were opened for the Project. Two (2) companies submitted bids as follows:

Table with 2 columns: Bidder Name and Bid Amount. Bowman Asphalt of Bakersfield, California: \$1,728,120.00; Sully-Miller of Brea, California: \$1,787,779.00

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.

Bowman Asphalt Inc. of Bakersfield, California has been deemed the lowest responsible responsive bidder by the Office of the County Counsel ("County Counsel"). The determination by County Counsel included accounting for the differential for any Small Business Enterprise and/or Local Business preferences. Therefore, the Public Works Department recommends your Board approve and award the contract for the Project construction to Bowman Asphalt Inc. of Bakersfield, California.

**ALTERNATIVES:**

Your board could reject all bids. This is not recommended because a delay may affect the availability of Federal funds.

**OTHER AGENCY INVOLVEMENT:**

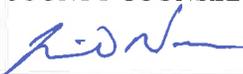
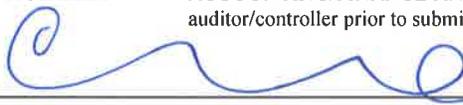
Caltrans Local Assistance District 9 to reimburse the County for Project costs as described.

**FINANCING:**

The cost for the construction and construction engineering will be paid through budget unit 034600, Road Department, object code 5265, Professional Services.

Funding ratio:

Construction and Construction Engineering 88.53% Federal funds reimbursement; and  
Construction and Construction Engineering- 11.47% Local Agency match.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>6/7/16</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/17/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/17/16

# CONTRACT AND BOND FORMS FOR

TRONA WILDROSE ROADWAY RECONSTRUCTION AND REHABILITATION  
ER-24MO(001)

On Trona Wildrose Rd: from 2.5 miles south of intersection with Ballarat Rd. to intersection  
with Indian Ranch Rd.

JUNE 2016

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond

**C O N T R A C T**  
**for the**

**TRONA WILDROSE ROADWAY RECONSTRUCTION AND REHABILITATION**  
**ER-24MO(001)**

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, \_\_\_\_\_, 20\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "County"), and Bowman Asphalt Inc. of Bakersfield, California (herein "CONTRACTOR"), for the construction of the **TRONA WILDROSE ROADWAY RECONSTRUCTION AND REHABILITATION PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: **TRONA WILDROSE ROADWAY RECONSTRUCTION AND REHABILITATION PROJECT**

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

ONE MILLION SEVEN HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$1,728,120.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents as described in the 2010 CALTRANS Standard Specifications and the Special Provisions concerning this Project, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the applicable 2010 CALTRANS Standard Specifications and the Special Provisions concerning this Project, including the Appendices, the Plans, any and all amendments or changes to any of the above listed documents, including without limitation, contract change orders, and any and all documents incorporated by reference into any of the above listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1-1.02** of the Special Provisions concerning this Project and the applicable 2010 CALTRANS Standard Specifications.

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

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

**C O N T R A C T**  
for the

**TRONA WILDROSE ROADWAY RECONSTRUCTION AND REHABILITATION**

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

**COUNTY**

COUNTY OF INYO

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

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

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

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

APPROVED AS TO FORM AND  
LEGALITY:

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

**CONTRACTOR**

Bowman Asphalt Inc.

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

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

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

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

Taxpayer's Identification or  
Social Security Number:

\_\_\_\_\_

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

**COUNTY OF INYO**



**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:  <b>AGENDA NUMBER</b>  <i>26</i>
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FROM: Public Works Department

FOR THE BOARD MEETING OF: June 28, 2016

SUBJECT: Road Department request for a onetime schedule change for our Temporary Workers

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board approve a onetime change to the Road Department temporary workers schedule for FY 16/17 from January 1<sup>st</sup> through June 30<sup>th</sup>, to July 7<sup>th</sup> through December 28<sup>th</sup>.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Historically in January the Road Department hires four temporary workers to assist the Road Crews in various labor intensive tasks. This assignment had been previously authorized for a January 1<sup>st</sup> to June 30<sup>th</sup> work schedule.

The road Department has budgeted for four temporary workers again for FY 16/17, and with your Boards approval, we hope to utilize temporary workers again.

Currently the Road Department has two vacant Operator positions, as well as a vacant Mechanic position; two of these positions just recently became vacant. After a review of the Departments needs, the Road Department will be requesting to fill some, or all of these positions. Because of this evaluation time, and knowing how long a through recruitment process can take, the Road Department is requesting a onetime change in the temporary workers schedule for FY 16/17 to a July 7<sup>th</sup> through December 28<sup>th</sup> schedule, and then evaluate the job description and schedule that may be appropriate for later in the year. This will allow the temporary workers to assist the short staffed Road Crews in their maintenance during the recruitment process. In no instance will the current seasonal workers work beyond December 28, 2016, without a 90-day break in employment.

**ALTERNATIVES:**

To not allow the work schedule change, this is not recommended as with this many permanent full time positions vacant, the Road department can better utilize the manpower for the Summer/Fall maintenance cycle, instead of the Winter/Spring cycle.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Salary savings from the vacant positions will be used to fund the extension of the seasonals' schedule.

Agenda Request Form  
Board meeting of  
Subject:

**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: 06-22-2016 Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/22/16



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

For Clerks Use Only

AGENDA NUMBER

27

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: <sup>June 28</sup> ~~July 5th~~, 2016

SUBJECT: 1<sup>st</sup> amendment for Ibex Pass Antenna site lease agreement.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board

- A. Approve the First Amendment between the County of Inyo and Western Summit Enterprises, Inc., dba Mountain Investments for repeater site space at Ibex Pass, extending the term for 5 years, beginning August 1, 2016 through July 31, 2021, at the rate of \$629.13 per month, with 4% yearly increases, and
- B. Authorize the Chairperson to sign the amendment, contingent approval of the 2016-2017 and future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On February 21, 2006, the Inyo County Board of Supervisor's approved the Lease between the County of Inyo and Mountain Investments for repeater site space at Ibex Pass. All Options to extend the lease have been taken and the current agreement is set to expire on July 31, 2016.

This repeater site space is imperative to the Sheriff's office for radio communication to the desert units and ambulance service.

**ALTERNATIVES:**

Not approve the amendment.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's office

**FINANCING:**

The cost of this agreement is included in the 2016-2017 Sheriffs' Department budget 022700, Object Code 5291 Office, Space & site Rental, and will be included in future budgets, to be encumbered annually.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>06/15/2016</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/20/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** Janice L. Odum for Sheriff Lutzger Date: 6/21/16  
(Not to be signed until all approvals are received)

## FIRST AMENDMENT TO THE ANTENNA SITE LEASE AGREEMENT

This First Amendment to the Antenna Site Lease Agreement ("Lease") between the County of Inyo ("Lessee") and Western Summit Enterprises, Inc. d/b/a Mountain Investments ("Lessor") for the premises located at Ibox Pass, near Shoshone, California, is dated as of this 1st day of June, 2016.

### RECITALS

A. Pursuant to that certain Antenna Site Lease Agreement effective August 1, 2006 (the "Original Lease"), Lessor has leased to Lessee and Lessee has leased from Lessor, the right to install and operate certain "Site Equipment" on the "Antenna Site," (as such terms are defined in the "Original Lease").

B. Lessee previously exercised its option to extend the Original Lease by 5 years, creating a new term expiration date of July 31, 2016.

C. Lessee and Lessor desire to amend the Original Lease to, among other things, extend the term until 2021 and provide for an additional extension provision, on the terms and conditions set forth herein

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Par. 3 of the Lease is hereby replaced in its entirety with the Par. 3 that follows:

"3. Term. The term of this Agreement shall commence on August 1, 2006 (the "Commencement Date") and ending on July 31, 2021. Lessee shall have the right to extend the Term of this Agreement for a third additional term of five (5) years. The initial Term will be automatically extended unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Agreement at least thirty (30) days prior to the expiration of the Initial Term.

This Agreement shall be deemed subordinate to the BLM Grant and in the event of any conflict between the terms and provisions of the BLM Grant and the terms and provisions of the Agreement, the terms and provisions of the BLM Grant shall control. Notwithstanding anything to the contrary set forth herein, expiration of the BLM Grant, or termination of the BLM Grant for any reason beyond the reasonable control of Lessor shall terminate this Agreement."

2. Par. 21 of the Lease is hereby replaced in its entirety with the Par. 21 that follows:

"21. Notice. Any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") in this Agreement provided for, permitted to be given, made or accepted by either party to the other must be in writing and shall effectively be given if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of five (5) days after it has been deposited in a depository of the United States

Postal Service. Notice given in any other manner shall be effective only if and when received by the other party to be notified, except as may be herein provided with regard to verbal notice. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Lessor, to: Mountain Investments  
837 W Ave L-10, Suite B  
Lancaster, CA 93534

If to Lessee, to: County of Inyo  
c/o Sheriff's Office  
Post Office Box - S  
Independence, California 93526.

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days written notice to the other party."

2. Exhibit C of the Lease is hereby replaced in its entirety with the Exhibit C-1 that follows:

**EXHIBIT C-1  
SITE EQUIPMENT**

Approximately four (4) sq.ft. of floor space in Lessor's building for two (2) equipment racks or cabinets, containing a Motorola 'Quantar' transmitter, an associated duplexer and/or cavity type filters;

One (1) VHF whip antenna mounted on the tower at the approx. 120ft. level and space on the tower pad for Lessee's standby "Generac" generator and propane tank.

**Rent: \$ 629.13 per month. There will be an automatic increase of four percent (4%) per year during the term of this Agreement.**

All other terms and conditions of the Lease shall remain in effect as written therein."  
IN WITNESS WHEREOF, the parties have executed this First Amendment to the Communications Site Lease Agreement as of the date first written above.

**LESSOR: MOUNTAIN INVESTMENTS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE: COUNTY OF INYO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 28

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

**FROM:** BOARD OF SUPERVISORS  
**By:** Jeff Griffiths, Chairman of the Board of Supervisors

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Appoint a Voting Delegate and Alternate for the NACO Conference

**DEPARTMENTAL RECOMMENDATION:** - Request Board appoint a voting delegate and alternate for the upcoming 81<sup>st</sup> Annual NACO Conference, being held July 22-25 in Long Beach.

**SUMMARY DISCUSSION:** - Supervisors Jeff Griffiths and Rick Pucci and County Administrative Officer Kevin Carunchio are attending the NACO Conference in Long Beach. It is important for the County to participate in the association's annual selection of officers and policy adoption. In order to participate, the County must appoint a voting delegate and an alternate to represent Inyo County's interests. The selection must be made by July 1.

**ALTERNATIVES:** - Do not select a voting delegate, which would prevent Inyo County from participating in the election and policy adoption process.

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

**FINANCING:** n/a

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

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) \_\_\_\_\_ 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**  
 29

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

**FROM:** ADMINISTRATION  
**By:** Chris Langley, Inyo County Film Commissioner

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** 2015-16 Annual Report

**DEPARTMENTAL RECOMMENDATION:** Request Board hear Film Commissioner's 2015-16 Annual Report.

**SUMMARY DISCUSSION:** The Film Commissioner traditionally gives an annual report and last gave a mid-year report at the January 19, 2016 Board of Supervisors meeting.

**ALTERNATIVES:** Not hear the report.

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

**FINANCING:** n/a

<b><u>APPROVALS</u></b>	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

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

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

# **INYO COUNTY FILM COMMISSION**

## **2015-2016 ANNUAL REPORT**



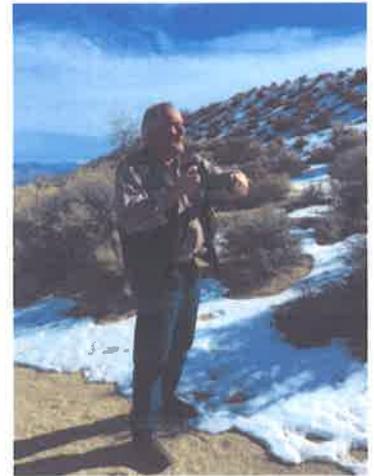
**Christopher Langley  
June 28, 2016**

**Drawer 99  
Lone Pine, California 93545  
(760) 937 1189  
lonepinemovies@aol.com**

# ANNUAL INYO COUNTY FILM COMMISSIONER'S REPORT

## July 1 2015 to June 30 2016

*I am due in downtown Los Angeles by 5 and I need to stop in Trona on the way. I have already made a stop in Darwin to work on preparation for a panel discussion in Palmdale on the new Darwin documentary in a week. So I am running late when I am stopped on the Trona-Wildrose Road for what I think is road construction. I am frustrated with Inyo Public Works or whoever chose to do roadwork, thus delaying me even further. When we move ahead finally, we pass a movie crew who are doing filming of a car with ITC (Intermittent Traffic Control.) I forgot that I had helped set this up, so feel embarrassed that I was responsible for the delay, not the Road Department. It is good for me to get a taste of movie-related delays that people from time to time mention to me. Lesson learned; sensitivity reinstated.*



### INTRODUCTION

This film production year went in seasonal patterns again, generally following the weather and marketing patterns with which we have become

familiar over the years. The fall was a bit tepid this year, with a slow market for film companies.



The early spring was more robust than usual making the year a little below better years but about average since the recession I estimate. Permitting continues to be running more smoothly, the County very supportive and known as “film friendly” with the staff attentiveness and the Administration and Board members enthusiasm and interest. This is known in the state and does not go unremarked so keep up the good work and attitudes.

In this report I will examine the year in more detail and look at the implementation of the new State Incentive Program, which the County supported in a letter urging approval by the State legislature. Certain “micro” patterns developed in usage, and they will be explored.

Various marketing activities were pursued during the year and a major program for the new year will be to develop a brand new Inyo County Film Commission website, with some innovative and attractive features. This will require reshooting a lot of our spectacular locations with information on up-to-date permitting, and special promotion of privately-owned properties that will provide greatly reduce bureaucratic complication to achieve permission for shooting there.

Finally, I will be looking at new and more up-to-date marketing strategies now that some of the tried and true are fading from popularity. I am excited about the coming year and expect these innovations and changes to make filming rebound here as long as the economy continues

to strengthen and permitting agencies do not suffer additional budgetary shrinkage and perhaps succumb to the movement to privatize our national public lands any time soon.



## **SUMMARY OF YEAR**

Because of limitations in record keeping and access, it is difficult to know exactly how many film projects came to the area. At times it is difficult to find out if they actually came to the area after following through with pursuing the many steps of pursuing and obtaining permits, arranging catering, accommodations and transportation. A reasonable new situation is the cancellation at the last moment of coming on location because the mounting expenses make it advisable for the agency to cancel.

From the number of inquiries I dealt with during the year, (300 telephone, texting and email, the number of escorted scouts I went on 40 plus,) I estimate the final productions being about sixty and the number of days in excess of 120.

While in the past I could get a fairly accurate number of the productions, days and people, it is now very difficult because of reduced manpower in all the federal agencies. I am still able to interpolate from the sample I work on to figure the numbers. Not great numbers but we had a good year.

We had no large film companies with 200 personnel, a budget in excess of \$100 million and a shoot schedule measured in weeks rather than days.

We did has small movies with moderate budgets that may never actually see the light of a flickering image in the screen, but commercials generally are better funded with a half minute running time.

One micro pattern was seven, and now perhaps an eighth project using 136. The setting is marvelous, the road straight, flat and in very good shape. If you shoot east west you get a panorama of the Sierra Nevada, and good light morning to night. To the north are the Inyos and to the south the dry lake and the sand dunes near Keeler. The section of 190 is also getting used. Highway 136 also has the parallel road of the Dolomite loop where you can park “secret” vehicles not ready to be seen. There is spying and state secrets in filming! As well as international politics.



## **PERMITS**

I encountered no really unhappy film crews or local residents in the year. While we had some problems, mostly they were in the realm of a company not allowing time to properly turn permits. Generally no state agency or federal land management will turn a permit in less than two weeks, or ten working days. Basically we do have across the board a group of permitting agents who will work to get the permit in less time to keep the county's

reputation of being “film friendly” intact. Here is a “round of snaps” to these people.

In fact, when a company was denied a permit for 190 because of roadwork required to address flood damage, they came to me about using 136, but hadn't received a go ahead. They needed the new permit in less than a week but really through no fault of their own. When I called the local CalTrans office in Bishop I reached someone who was answering the phone because it was the lunch hour. He told me he could see no reason why the film crew couldn't go ahead with Highway 136 and had the permit turned by the end of the day.

As I write this, I am waiting to see if a miracle can happen again. A commercial was planning to film on a flat straight paved highway in the low desert until they realized the temperature would be in the range of 115 to 118 F. They feared for their crew's health and safety. When I suggested it was hot here, they said “not like there.” Now we're waiting to see if they can get CalTrans to permit 136 in less than a week.

*(NOTE: I actually just got the notification by email that the permit is under review. John Wheeler who I have worked with several times and pulls his own permits, and he is darn good at it. He has already spent much of his career on being a film scout/ manager so understands first hand all the challenges. I should know how this turned out by the time I do my oral presentation.)*

It was just a little more than a year ago that the National Forest Service stopped turning permits for two months due to reduced personnel and a young scout who soured everyone on wanting to turn permits for film people. Things are definitely better as far as getting permits. The filmmakers have adjusted to the longer wait times without too much whining.



## IMPACT OF WHITNEY PORTAL RECONSTRUCTION

I think that the 30-minute waits have had an impact but there is only one commercial that I think may have been lost because of the construction on Whitney Portal Road. They were enthusiastic about the locations, the town and it looked like they had allowed enough time to turn the permits. Then suddenly they weren't coming. I do not know if it is what the 30-minute waits. I had showed them how to avoid them by using Tuttle Creek to Horseshow Meadow to Movie Road, or come in Moffat Ranch Road. Film people are not noted for patience and I wonder if they found the possibility of waiting unacceptable. The two three-hour waits begin mid July and we'll see how they go. Luckily, filming often drops off the hottest part of the summer anyway.

I have been able to funnel them farther north to the Buttermilks, the Gorge and other similar areas with success.



## **NEW STATE INCENTIVE PROGRAM**

The new California film incentive program has been implemented. All the projects that applied for funding got some so no longer was it necessary to use a lottery system to see who got the money. I do not as yet have confirmation on any of the projects coming to film outside the “zone,” but this new system treats all of California the same. No favoritism for the area around Los Angeles.



## **MARKETING**

I have become more cynical about print advertising so I needed to try some out I felt. I purchased an ad in an international locations magazine called “Screen.” I used graphics designer Judyth Greenburg from Darwin to design the ad. It was so good that I am intending to use her for other work (see below.) Since I didn’t have specific monies in my contract I used \$1000 from the stipend to have the ad run every month in the magazine. I do not have evidence that it made any difference in our film census, but I had to try print advertising.

I feel that marketing is changing rapidly. I do not think the marketing conferences are as effective as they once were. The AFCI is expensive but I have never been able to trace any significant results from the days spent there. The “California Only” Location Show put on by FLICs at least allows for professional contacts and renewing friendships and acquaintances with California film personnel. It is one day and much less expensive. This year I could not attend because I had a commitment here for the Concert in the Rocks event. I hope to resume attending next year.

I am learning through the work with my “High & Dry” project and through the new IT section of FLICS the power of social media. I am now serving on that committee I have developed my skills with social media. We have a Facebook page for the Inyo County Film Commission, and I may add Instagram and a twitter account. I find Twitter the most powerful tool for marketing with social media and am honing my skills there. I hope to be using these new tools to drive visitations to a brand new website for the commission in the coming year.

## **2016 TO 2017 PROGRAM**



## NEW WEBSITE

The time has come to develop a brand new website for the Commission working with County IT. I intend to use Judyth Greenburg to create a brand new look and site. She worked with me on branding my new writer's website. The new ICFC website will feature many locations with a searchable database, description on how to permit these and various private properties, new crew lists and stories about successful projects once they have finished work here.

Many companies insist on various security measures be in place. While I have never actually signed a non-disclosure agreement with a company, it is assumed that I will not share any confidential information, locations where they will be filming, etc. unless I first get permission. They do not want people to be in the way watching "Hollywood" or for security reasons know where their equipment, trucks and cameras are whether they are where they are staying or out on location. Finally many new products, especially automobiles, have not been introduced to consumers yet. People take very seriously what the new Ford Explorer, Ferrari or Harley Davidson motorcycle look like until they are "officially" introduced at a premier show, often by the president of the company. They do not want fans putting pictures up on social media. Of course, should we get a new bid film, they do not want pictures of the Iron Man suit, or make-up or costuming released prematurely. The same goes for Film Commission Facebook pages or websites.



## **NEW PORTFOLIOS OF COUNTY LOCATIONS**

Many of our photographs of areas have gotten old or dated and so Judyth and I will also be photographing new locations we have discovered and updating previous locations. I often encourage the owners of private property to supply their own photographs, since my photographs are to document the site not to make it look the way a private owner wants it to appear. This will be an on-going process and will require both recruitment and publicity to get people to step forward.



## **NEW CREW LISTS**

We will also renew the crew lists, pictures of extras and new contacts for everyone who wants to work as a grip, caterer, or extra. If people have a service they feel might be useful for a film company, we will be developing new lists, contact sheets and files.



**CONTINUE WITH POSTING OF STORIES AFTER PRODUCTION COMPANY LEAVES AREA.**

On our Facebook pages, website, in local papers and on local radio stations, I will be publicizing this interesting industry to keep people informed. This is now contingent on getting approval from the producer or director before releasing publicity after the company leaves, or in rare cases for casting purposes when they are here.

I am still writing "Inyo Film Journal" in "The Inyo Register" and hope to be readying three film history books to release in the coming year. I am excited about the new prospects of giving the Commission a new look, updating information and creating some new excitement about the film industry in our area.

Submitted,

Christopher Langley  
June 28, 2016



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

For Clerk's Use Only: AGENDA NUMBER  30
--

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

**FROM:** County Administrative Officer  
**FOR THE BOARD MEETING OF:** June 28, 2016  
**SUBJECT:** Inyo County Film Commissioner Services

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve Amendment #3 to the contract for Film Commissioner Services between Chris Langley and the County of Inyo, to extend the contract term for 24 months, through June 30, 2018, for an additional amount of \$78,000, for a total contract amount not to exceed \$200,525, contingent upon approval of future County budgets, and authorize the Chairperson to sign the contract.

**SUMMARY DISCUSSION:**

On March 17, 2015 your Board approved Amendment #2, which extended the contract through June 30, 2016, and renegotiated the annual contract amount to a lower amount. This Amendment will extend the contract for an additional two years, which is allowable at the sole discretion of the Board of Supervisors. This amendment will also keep the same rates as negotiated in the prior amendment.

**ALTERNATIVES:**

Your Board can elect to not approve the agreement, or request modifications to the agreement. Your Board could also provide new direction to staff regarding means of providing Film Commissioner Services for Inyo County.

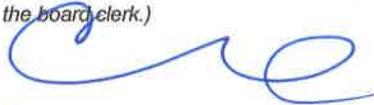
**OTHER AGENCY INVOLVEMENT:**

The Film Commissioner can serve as a liaison with and between the film industry, the State California Film Commission, other local governments, County departments, Los Angeles Department of Water and Power, U.S. Bureau of Land Management, U.S. Forest Service, California State Lands Commission, etc.

**FINANCING:**

These funds will be budgeted in the Fiscal Year 2016-2017 and Fiscal Year 2017-2018 Advertising County Resources 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: <u>yes</u> Date <u>6/07/2016</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>6/14/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>6/14/16</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date: 06-14-2016

**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Chris Langley  
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Chris Langley of Lone Pine, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 26, 2013, on County of Inyo Standard Contract No. 117 for the term from April 1, 2013 to June 30, 2016 (Extended in length with Amendment #2).

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

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

County and Contractor hereby amend such Agreement as follows:

**2. TERM.**

The term of this Agreement shall be from April 1, 2013 to June 30, 2018 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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 Two hundred thousand five hundred twenty five (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.

**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Chris Langley  
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

**ATTACHMENT B**

**SCHEDULE OF FEES:**

**Section 1. General Duties & Responsibilities, Administrative Services, Reporting**

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Administrative Services and Section III. Reporting of Attachment A: Scope of Work, the Contractor shall be paid a flat fee of:

- \$2,500 per month for the period of July 1, 2016 through June 30, 2018

**Section II. Marketing Activities**

For the specific marketing activities the Contractor is required to perform, and identified in Section IV. Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actual cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. Enhance and maintain an interactive Inyo County Film Commissioner web-site:
  - \$3,000 for the period of July 1, 2016 through June 30, 2017
  - \$3,000 for the period of July 1, 2017 through June 30, 2018
2. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and/or the Association of Film Commissions International (AFCI) Locations Show:
  - \$1,200 for the period of July 1, 2016 through June 30, 2017
  - \$1,200 for the period of July 1, 2017 through June 30, 2018

**Section III. Travel & Per Diem**

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem shall not exceed:

- \$3,600 for the period of July 1, 2016 through June 30, 2017
- \$3,600 for the period of July 1, 2017 through June 30, 2018

The provisions of Section 3. Paragraph B. of the Agreement notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed:

- \$3,600 for the period of July 1, 2016 through June 30, 2017
- \$3,600 for the period of July 1, 2017 through June 30, 2018

**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Chris Langley  
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

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

COUNTY OF INYO

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

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

CONTRACTOR

By: Chris Langley  
Signature

CHRISTOPHER LANGLEY  
Type or Print  
Dated: 5/19/2016

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Malena Baker  
County Risk Manager  
[Signature]



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

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

31

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

**FROM:** AUDITOR-CONTROLLER

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Presentation of the County Financial Statements

**DEPARTMENTAL RECOMMENDATION:**

Present the fiscal year ending June 30, 2015 County Financial Statement to the Board of Supervisors.

**SUMMARY DISCUSSION:**

Present and discuss the County Financial Statements ending on June 30, 2015 to the Board of Supervisors.

**ALTERNATIVES:**

**FINANCING:**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Tony Shepherd

Date: 6/28/16



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

For Clerk's Use Only:  
AGENDA NUMBER

32

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

**FROM:** AUDITOR-CONTROLLER and COUNTY ADMINISTRATOR

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Sale & Use Tax Contingency Budget Amendment

**DEPARTMENTAL RECOMMENDATION:**

Request your Board 1) amend the Fiscal Year 2015-2016 Budget as follows: (a) increase estimated revenue in the Sales Tax (Object Code #4062) in Auditor Controller-General Budget Unit 010400 by \$147,456; (b) increase appropriations in the Operating Transfers Out (Object Code #5801) in the General Revenue & Expenditure Budget Unit 011900 by \$147,456; and, (c) increase estimated revenue in Operating Transfers In (Object Code #4998) by \$147,456 in the newly established Sales & Use Tax Contingency Budget Unit 001100 (4/5's vote required). 2) Authorize the Auditor-Controller to transfer any unused funds from the Sales & Use Tax Contingency Budget Unit 001100 to the CAO-ACO Budget 010201 after the Board of Equalization provides the County of Inyo with its final correction to Fiscal Year 2015-2016 misallocation of sales and use tax.

**SUMMARY DISCUSSION:**

On June 14, 2016, California State Association of Counties (CSAC) sent a letter notifying all counties of a misallocation by the Board of Equalization (BOE) for all funds receiving sales tax, use tax, and diesel tax revenues. In addition to sales and use tax, several other revenue streams were identified in the misallocation, including Proposition 172, 1991 Realignment, and 2011 Realignment funds. The misallocation of funds were identified by the State Controller's Office (SCO) while performing an audit last year. However, at this time, the SCO is unable to provide any details about the amount of the misallocation or if the misallocation will result in a positive or negative payment to the County. In addition to no amounts being provided, there is also no projected date for the correction to be applied leaving the County with a potential liability for next fiscal year.

Fortunately, the State's close-out and end of the "triple flip," and a one-time audit adjustment to property tax in lieu of VLF revenue has resulted in approximately \$147,456 of unanticipated revenue for this year which is reflected in the proposed amendment to the Auditor Controller-General Budget Unit 010400. Since these are one-time monies, we would typically recommend that they be transferred to the Accumulated Capital Outlay budget, and be used for one-time capital expenses (e.g., airport improvement matches, etc.). However, we are proposing an interim amendment to mitigate a possible one-time correction to our next year sales tax allocations.

To mitigate the possibility of the BOE's misallocation error and correction resulting in a large reduction to general fund revenue streams midway thru Fiscal Year 2016-2017 – like sales tax and Proposition 172 funding, which helps fund public safety budgets – the Auditor-Controller and County Administrator are proposing a budget amendment that would recognize and transfer one-time revenue from the close-out and end of the "triple flip" and property tax in lieu of VLF audit adjustment into a new stand-alone fund called Sales & Use Tax Contingency. This fund will be used to create a safety-net for the unknown liability due to the BOE adjustment that is likely to hit next fiscal year. Funds being held in the Sales & Use Tax Contingency fund would then be used to offset any reduction in general fund revenue streams associated with the BOE misallocation error and hopefully avoid any situations that would require your Board to reduce spending plans mid-year. The revenue that would be recognized and transferred if this budget amendment is approved, is one-time money. Since these are one-time monies, it is advisable to use them for one-time expenses or in this case a one-time correction to our next year sales tax allocations.

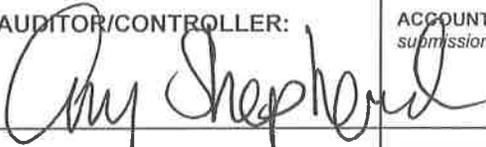
If the County is fortunate and is allocated a positive adjustment by the BOE, we are asking your Board to approve the transfer of any or all funds left in the Sales & Tax Contingency fund to CAO-ACO budget to be used for future capital improvement or other one-time expenses that may arise. This is consistent with the treatment of other one-time revenue windfalls the County has received in the past.

**ALTERNATIVES:**

Your Board may choose to not approve this budget amendment and transfer of one-time monies and wait for more details from the BOE regarding the misallocation. However, this option is not advisable because it could cause next year's general fund budgets to be at risk for under achievement of revenue and require reduction in spending plans mid-year.

**FINANCING:**

If approved this budget amendment would allow for the recognition of revenue in the Auditor-Controller General budget and the General Revenue and Expenditure budgets, which both sit in the general fund. The transfer out would go to a non-general fund budget and be reserved for future use.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL: <b>N/A</b>	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: <u>6/22/16</u>
PERSONNEL DIRECTOR: <b>N/A</b>	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 County Administrator prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/22/16  
(Not to be signed until all approvals are received)

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/22/2016  
(Not to be signed until all approvals are received)



June 14, 2016

1100 K Street  
Suite 101  
Sacramento  
California  
95814

Telephone  
916.327-7500

Facsimile  
916.441.5507

TO: County Administrators  
County Auditor-Controllers  
County Legislative Coordinators  
County Caucus

RE: Update on BOE Misallocation Issues

The purpose of this memo is to provide an update on the most recent series of problems with the allocation of a variety of taxes administered by the Board of Equalization (BOE). In summary:

- All funds receiving sales tax, use tax, and diesel tax revenue are affected, including Proposition 172, 1991 Realignment, 2011 Realignment, and the state General Fund.
- It is not yet known how much money has been misallocated to which funds.
- It is not yet known when the BOE will determine how much has been misallocated.
- In the meantime, the BOE has stopped their quarterly true-up payments for some funds.
- CSAC continues to work with the BOE, HdL, State Controller, and the Department of Finance to minimize any negative impact on local revenues.

In 2015, the State Controller's Office (SCO) audited the Board of Equalization (BOE) and found a number of problems, including a material lack of internal controls and a misallocation of several different taxes, including sales tax, use taxes, and diesel fuel taxes. These misallocations will affect all local funds, including Proposition 172, 1991 Realignment, and 2001 Realignment.

Four of the SCO's findings will result in reallocations. Some of the errors benefited the state's General Fund at the expense of some or all other funds, while others erred in the opposite direction. Some errors affected all funds that receive sales tax revenues, while others only affected one or two funds.

The audit notes that in several cases, the errors extend beyond the period the audit covered, so the SCO estimates of how much money was misallocated do not reflect the entire problem. Also, in two cases, the SCO was able to identify that errors were being made, but because the correct information was not available to them, they were not able to identify either which funds were over-allocated or by how much. For these errors, it is not known which funds received too much or too little revenue, nor was the SCO able to provide an estimate of the amount of money involved.

**For these reasons, it is not currently known how much money has been misallocated, or what the net result will be when they are corrected. However, the net result of the known estimates would result in a reallocation of funds from local agencies to the state General Fund.**

Furthermore, as part of their effort to improve internal controls and correct calculations, the BOE is significantly updating their technology systems. Transferring all of the information into the new system is an enormous task and, while it is intended to produce more accurate results, it will also take an unknown but significant amount of time to implement and could conceivably uncover allocation errors not yet identified.

The BOE has drafted a plan to correct their allocation issues, their internal controls, and their auditing and reporting procedures to avoid any future problems of this sort. That plan is being reviewed by SCO and the Department of Finance. The Legislature has also requested an audit of the BOE.

BOE is wary of reallocating funds until they are sure they are both reallocating the correct amount and that there are no further problems with the allocations that would result in further reallocations in the future. The BOE is also unwilling to give any indication of when the amounts might be known. However, all involved agencies, including the Department of Finance, have expressed a desire to reallocate funds in a way that minimizes fiscal impacts on all affected agencies.

**In the meantime, BOE has begun withholding the quarterly true-ups for some local funds, including Proposition 172, 1991 Realignment, and 2011 Realignment.** (The SCO audit found inaccurate adjustments during the quarterly true-ups, leading to misallocations in following years.) These withholdings have already begun and will affect the funds received by your county in at least the current fiscal year and next fiscal year.

The BOE's wariness is understandable, since this audit follows on the heels of a previously discovered problem where the BOE misallocated \$352 million over three fiscal years after passage of the 2010 Fuel Swap. The Fuel Swap problem resulted in too much sales tax revenue going to the state General Fund. Note that many of the newly discovered problems were occurring at the same time as the previously discovered problems.

CSAC has been in communication with BOE, DOF, SCO, and HdL on this issue and will provide further updates as events warrant.

We welcome any comments your county has regarding the best way to handle the state withholding true-ups and any future reallocation. Comments and questions can be directed to Geoff Neill at [gneill@counties.org](mailto:gneill@counties.org) or (916) 650-8115.



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

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

33

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Request for authorization to hire one full time Health and Human Services (HHS) Specialist IV in the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A. the availability of funding for the requested positions exists in the Behavioral Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
- C. approve the hiring of one full time Health and Human Services Specialist IV at Range 60 (\$3,471-\$4,216).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time HHS Specialist IV position in the Behavioral Health Division is vacant as an employee was promoted to a social worker position within the Department. Services provided by this position include an array of case management, care coordination and rehabilitation services. Case management services are a vital part of the continuum of care offered to adults with severe mental illness and youth with emotional disturbance. Our current vacancy is on the Adult/Older Adult team working extensively in the field setting as well as in the clinics and the wellness center sites. The Behavioral Health HHS Specialist IV positions working with adults provide services and support to adults and older adults to address mental health and addiction barriers to result in improved functioning in the community and improved family and peer relationships. The HHS Specialist IV works with adults individually as well as providing group activities to aid the individual in building wellness and recovery skills in the various life domains. We are requesting permission to hire at the HHS Specialist IV level due to the complexity of the caseload and to maximize the billing of Medi-Cal services. Under the direction and supervision of a Licensed Practitioner of the Healing Arts from within our Medi-Cal certified clinic, this position can bill for certain documented mental health services and interventions provided within a treatment plan. This position also assists in the “back-up” capacity with the after-hours mental health on-call response.

The current vacant HHS Specialist IV position is one of four authorized HHS Specialist IV positions working on the Behavioral Health Adult/Older Adult team. This position works out of both the Bishop and Lone Pine offices and spends the majority of time providing community and home-based services. The intensive caseload for this position is 15-20 adults.





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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  34
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- Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Request for authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A. the availability of funding for the requested positions exists in the Behavioral Health budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
- C. approve the hiring of one full time Office Clerk III Range 52 (\$2880-\$3500) .

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Office Clerk III position in the Behavioral Health Division will be vacant as an employee will be retiring from this position as of July 27, 2016. The vacancy will occur in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. The position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. The Division is in the process of implementing a new electronic health record product as well as moving forward with telemedicine. Further, as part of the team, the person in this position has also provided a day per week of support to the Public Guardian/Public Administrator's office. The Department respectfully requests permission to recruit and hire to fill this vacancy.

**ALTERNATIVES:**

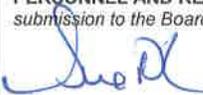
The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

**FINANCING:**

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 65% in Mental Health (045200); 10% in DDP (045312); and 25% in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>yes</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J</u> Date: <u>6/17/16</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-15-16



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
35

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Request to hire a Health and Human Services Specialist III.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of Social Services funding for the position of Health and Human Services Specialist (HHS Specialist) III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one HHS Specialist III at Range 57 (\$3,232 - \$3,927).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A Health and Human Services Specialist in our Child Welfare Division recently accepted a position within the Division as a Social Worker, resulting in a vacancy. The HHS Specialists perform many vital duties, such as transporting children and parents, monitoring visits, taking child abuse reports by telephone and in person, as well as assisting the Social Workers with data input. HHS Specialists in this division are cross-trained to cover duties in both our Adult Social Services and the Senior Programs, as well as in the Child Welfare division. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the Adult and Children's Social Services division, as they ensure that social workers are supported in a manner that promotes their ability to effectively assess and support the safety of children and our elderly/dependent adult populations. This position will also be able to provide some entry level case management support to both the Adult and Children's Social Services programs, helping to further support the social workers, as they continue to incorporate increased state and federal requirements.

The Department is respectfully requesting authorization to hire a Health and Human Services Specialist III in the Adult and Children's Social Services Division.

**ALTERNATIVES:**

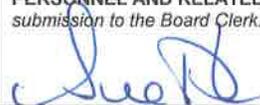
Your Board could choose not to authorize the hiring of the HHS Specialist position. This would severely impact the division's ability to perform all court ordered duties of the Child Welfare division, maintain timely data entry and reporting in child welfare, and provide support to the social work staff in both Child Welfare and Adult Services.

**OTHER AGENCY INVOLVEMENT:**

Courts, law enforcement, probation, schools, public health, mental health, Toiyabe Family Services, local Tribal ICWA, Wild Iris, and CASA.

**FINANCING:**

State and Federal funding, along with Social Services Realignment funds. This position is budgeted 100% in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>   Approved: _____ Date: <u>6/14/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>   Approved: <u>✓</u> Date: <u>6/17/16</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-15-16



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  36
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- Consent Hearing  
 Scheduled Time for
- Departmental  
 Closed Session
- Correspondence Action  
 Informational
- Public

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Request to hire a full-time Health and Human Services Specialist III at our Tecopa Health and Human Services office.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the position of Health and Human Services Specialist (HHS Specialist) III exists in the Social Services, CBCAP, Mental Health, SUD, ICGOLD, and ESAAA budgets as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Health and Human Services Specialist III at Range 57 (\$3,232 - \$3,927).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Health and Human Services Specialist in our Tecopa office recently accepted the position of Tecopa Operations Manager, resulting in a vacancy of the HHS Specialist position. The HHS Specialist provides general support to the operations of the Tecopa HHS office, providing, in coordination with the Manager, home based services for the aging population, including home delivered meals, as well as support to children and families in the Southeastern Inyo communities. This position provides prevention services, assists with connecting area residents to services through behavioral health, public health and employment and eligibility. In addition, the HHS Specialist provides some entry level case management services and support to programs such as Child Protective Services, Adult Protective Services and In Home Supportive Services (IHSS), who regularly have clients receiving services in this area. While this position does not replace the need for a social worker response, it provides additional case management support to those residents receiving services.

The Department is respectfully requesting your Board's authorization to recruit and hire a Health and Human Services Specialist III for the Tecopa HHS office.

**ALTERNATIVES:**

Your Board could choose not to authorize the hiring of the HHS Specialist position. This would severely impact the division's ability to provide the level of service offered in our Tecopa office and could result in the reduction of hours or the closure during absences by the remaining employee, as well as the increased cost of sending social work

and/or other support staff to the area to provide case management support.

**OTHER AGENCY INVOLVEMENT:**

Law enforcement, probation, mental health, Social Services, IMACA, Wild Iris, Inyo County Library, Southeast Fire District.

**FINANCING:**

State and Federal funding, along with Social Services Realignment funds. This position is budgeted in 32% Social Services (055800); 23% in ICGOLD (056100); 12% ESAAA (683000); 5% in Mental Health (045200); 5% in SUD (045315); and 23% in CBCAP (642515) in the salaries and benefits object codes.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>   Approved: <u>eyes</u> Date: <u>6/14/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>   Approved: <u>J</u> Date: <u>6/13/16</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-15-16



**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:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** High Elevation Aquatic Ecosystem Restoration Plan and Final Environmental Impact Statement for Sequoia and Kings Canyon National Parks

**DEPARTMENTAL RECOMMENDATION:**

Review final Environmental Impact Statement and provide direction.

**SUMMARY DISCUSSION:**

On December 10, 2013 the Board approved a correspondence to the Sequoia-Kings National Park Service Draft High Elevation Aquatic Ecosystem Plan and Draft Environmental Impact Statement (DEIS) for restoration of native fish species (see Attachment A). The correspondence supports the evaluative criteria proposed by the National Park Service and requests economic impacts to Inyo County associated with reduced visitor experiences to be considered in the EIS. The correspondence also identified concerns of the County as they relate to socioeconomic impacts that may result from fish removal in popular angler destinations accessed from trailheads originating in Inyo County. Specifically, the lakes considered for restoration adjacent to the Bishop Pass Trail in Dusy Basin; adjacent to the Kearsarge Pass trail; and, lakes adjacent to the John Muir and Pacific Crest trails were asked to be removed from the Plan. The specific lake areas mentioned in the correspondence were not eliminated from the project proposal, however justification and site identification methods are provided.

The County's submitted concern was received as follows:

*EFFECTS ON SOCIOECONOMICS Concern 48: The plan needs to disclose the potential effects on the economy of neighboring communities and counties, in particular the socioeconomic effects on Inyo County.*

*Representative Quote: We are concerned regarding the impacts to important components of our local society, culture, history, and economy associated with recreational fishing in the Sierra Nevada. [County Government, #50]*

*This issue was addressed in the Restoration Plan/FEIS (chapter 1, Issues and Impact Topics, Impact Topics Dismissed from Further Analysis). To elaborate briefly here, even in the most ambitious alternative, angling would remain a prevalent recreation opportunity throughout the parks. Since most of the proposed fish removal waterbodies are outside of high-use areas, and many are relatively small compared with most other fish-containing lakes, social and economic effects on neighboring communities would be negligible.*

A Final EIS has been published and can be reviewed online<sup>1</sup>. Public comments are addressed in appendix E of the report. The following is the excerpt referenced in the response.

<sup>1</sup> <https://parkplanning.nps.gov/document.cfm?parkID=342&projectID=17157&documentID=73190>

*Chapter 1, Issues and Impact Topics, Impact Topics Dismissed from Further Analysis:  
Socioeconomic Environment and Growth Inducing Impacts*

*There may be a minor influence on socioeconomics associated with the reduction in some angling opportunities; however, the number of fishing lakes available for recreational use would remain plentiful within the parks and the number of visitors accessing the park to fish is not expected to decrease. Consequently, actions considered in this proposed project would have negligible impacts on the socioeconomic environment; therefore, this topic has been dismissed from further analysis. The project would not create opportunities to foster economic or population growth, or remove an obstacle to growth; therefore, this topic has been dismissed from further analysis.*

**ANALYSIS**

In order to verify the response given, Staff researched the management plan and criteria. Four Management Plans have been identified for treatment: A.) No Action; B.) Use of physical and piscicides for restoration; C.) Physical treatment only; and D.) Piscicide treatment only. Excluding action “No Action”, there are a number of treatment activities described as common to all action alternatives. These include (1) the development of criteria for selection of basins for restoration; (2) conducting site assessments for proposed fish eradication areas; (3) the development of criteria for selection of crew camp locations; (4) use of helicopters and stock to support project field actions; (5) monitoring restoration work and ecosystem responses; (6) ecosystem restoration and management, including protecting and expanding extant populations of MYLFs (Mountain Yellow Legged-Frogs), and reintroducing MYLFs to locations where populations have recently been extirpated; (7) practicing adaptive management; (8) continuing research; and (9) fish disposal methods. Attached “Exhibit A” contains two maps extracted from the Plan displaying the proposed project sites. In order to reflect the County’s correspondence, “Exhibit B” was prepared to show proposed project sites in relation to the Pacific Crest Trail/John Muir Trail, Kearsarge Pass area, and Dusy Basin.

A number of impact topics were identified based on the scoping process. Pertaining to the County’s concern, “Attachment Table 1” displays the impacts listed per each treatment prescription with regards to “Visitor and employee health and safety” and “Visitor experience and recreational opportunity”. Regardless of treatment option, it has been stated that no effect on public health and safety will be endured due to the remoteness of the proposed project areas, low likelihood of exposure of piscicides to visitors, and negligible threat to the health and safety of wilderness users and the parks’ neighbors. However, visitor experience may slightly change as a result of the ongoing program, reducing angling opportunities, but it is stated that the effects are negligible to minor and adverse. Each Alternative Action presents a different number of effected treatment basins and while the treatment basins effected are not specifically named, they range from 25 waterbodies in Alternative A, to 21 treatment basins in Alternative B, and 17 treatment basins in Alternative C and D. Alternative D (piscicide treatment) would result in a greater number of short-term site closures and take the least amount of time to complete, but angling would be excluded sooner.

Project sites were identified using a number of criteria for feasibility of nonnative fish eradication, and have the best potential for success, while providing for crew safety. For example, all proposed treatment sites are located at the upstream ends of each basin so that no fish would remain above each treatment area. Second, all proposed sites also have a natural cascade at the downstream end of the treatment area that would act as a fish barrier and prevent fish remaining in untreated areas downstream from recolonizing the treatment area. Third, all proposed sites are safely accessible by crews on foot and by helicopter or stock for transport of equipment and supplies. Fourth, a total number of fish eradication waterbodies was targeted that could be completed in the 25 to 35 year time frame of this project. While conservation of Mountain Yellow-legged Frogs (MYLFs), other native species and ecosystem processes is identified as the highest priority

consideration. SEKI also is maintaining recreational fishing opportunities where those opportunities do not compromise the recovery and conservation of MYLFs and other native species.

“Attachment Table 2” shows the basin selection criteria used to determine which waterbodies should be considered for proposed aquatic ecosystem restoration:

- First, waterbodies possessing the characteristics listed under “Rule-out” in Table 1 were removed from consideration for additional nonnative fish eradication.
- Second, for all remaining waterbodies, those that possessed the characteristics described in the left column under “Other Consideration Factors” were identified as higher priority for additional nonnative fish eradication because their inclusion helped achieve multiple project objectives. Waterbodies from this group that fell under the right column were identified as lower priority for additional nonnative fish eradication because their inclusion would achieve fewer project objectives.
- Third, from the group of waterbodies identified as higher priority for additional nonnative fish eradication, waterbodies were selected from across the parks to ensure the proposed sites would restore and conserve native species, genetic diversity, and ecosystem processes in areas encompassing the geographic and elevational diversity contained within the parks.

SEKI also is maintaining recreational fishing opportunities where those opportunities do not compromise the recovery and conservation of MYLFs and other native species.

**NEXT STEP**

A 30-day “no-action” period will begin on the date the Environmental Protection Agency publishes the notice of availability of the final plan in the Federal Register, after which the NPS will prepare a record of decision (ROD). After approval of the ROD by the Pacific West Regional Director, the selected alternative will be announced through local and regional press, and on the PEPC website. The NPS’s preferred alternative is the use of physical methods and the use of piscicide (rotenone).

The Board may direct staff to compose a letter of protest. Since a decision cannot be made until after the 30-day holding period, which ends on July 11, 2016, if NPS receives additional input on the final plan NPS will consider this input prior to making a recommendation to the regional director. NPS would have to receive the letter prior to the end of this holding period.

**ENVIRONMENTAL REVIEW** N/A

**ALTERNATIVES:** Accept NPS response or advice staff to draft an additional response to the final EIS.

**OTHER AGENCY INVOLVEMENT:** Department of Interior, U.S. National Park Service; other agencies with jurisdiction (U.S. Forest Service, California Department of Fish and Wildlife, etc.); neighboring Counties

**FINANCING:** General funds are utilized to monitor federal rule making.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS ( <i>Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.</i> )
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/16/16

Attachments:

Attachment A – DEIS Staff correspondence

Exhibit A – Map extractions from SEKI Aquatic Ecosystem Restoration Plan FEIS

Exhibit B – Staff mapping

Attachment Table 1 – NPS Summary of Impacts per Alternative regarding Impact Topic

Attachment Table 2 – NPS Basin Selection Criteria

## Attachment A



### BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: [pgunsolley@inyocounty.us](mailto:pgunsolley@inyocounty.us)

MEMBERS OF THE BOARD  
LINDA ARCULARIUS  
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MATT KINGSLEY

KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

December 10, 2013

Superintendent  
Sequoia and Kings Canyon National Parks  
Attn: Aquatic Ecosystems Restoration Plan  
47050 Generals Highway  
Three Rivers, CA 93271

**Re:** Restoration of Native Species in High Elevation Aquatic Ecosystems Plan and Draft Environmental Impact Statement

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for inviting us to participate in development of the Sequoia and Kings National Parks Restoration of Native Species in High Elevation Aquatic Ecosystems Plan and Draft Environmental Impact Statement ("Plan" and "Draft EIS", respectively). These resources are an integral component of our natural environment and the history of our County, and we are committed to working with you to preserve and enhance native biological diversity in the Sierra Nevada. We also acknowledge the significance of the proposed plan to restore populations of two species of mountain yellow-legged frogs (*Rana muscosa* and *Rana sierra*). We recognize that these actions will require substantial efforts locally as well as regionally and nationally.

We have reviewed the proposed Plan and Draft EIS, and are in support of the balanced nature of the Plan, which seeks to ensure National Parks visitors will continue to enjoy a range of experiences and recreational opportunities at wilderness lakes and streams. We further approve of the evaluative criteria for individual lake selection, which favors restoration of lakes with low recreational fishing value, and preserves fisheries that support a range of visitor values including lakes that are easily accessed from popular trailheads, remote lakes that provide solitude and lakes with large trophy fish.

That said, we are concerned regarding the impacts to important components of our local society, culture, history, and economy associated with recreational fishing in the Sierra Nevada. These activities are and continue to be integral to our well-being. Management actions over the last half-century have persistently worked to reduce access to our public lands for recreation, thus eroding our culture and our historical connection to the land, as well as impacting our economy. Many of the most popular angler destinations in Sequoia and Kings National Parks are accessed from trailheads originating in Inyo County. It is imperative that the Plan and Draft EIS recognize the significant and detrimental impacts to Inyo County's economy and cultural heritage that would result from curtailing these recreational opportunities.

## Attachment A

Superintendent  
Sequoia and Kings Canyon National Parks  
December 10, 2013  
Page TWO

We request that the Plan and Draft EIS remove lakes that are popular angler destinations accessed via trailheads originating in Inyo County from consideration for ecosystem restoration. Specifically, we request the following lakes be removed from consideration for restoration including: lakes adjacent to the Bishop Pass Trail in Dusy Basin; lakes adjacent to the Kearsarge Pass Trail; and lakes adjacent to the John Muir and Pacific Crest trails.

Thank you again for the opportunity to provide input into the Restoration of Native Species in High Elevation Aquatic Ecosystems Plan and Draft Environmental Impact Statement. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us).

Thank you.

Sincerely,



Supervisor Linda Arcularius, Chairperson  
Inyo County Board of Supervisors

cc: Board of Supervisors  
County Administrative Officer  
County Counsel  
Planning Director  
Secretary Jewell, U.S. Department of Interior  
Secretary Vilsack, USDA  
Doug Wilson, Willdan  
Regional Council of Rural Counties  
California State Association of Counties  
National Association of Counties  
Fresno County  
Tulare County  
Mono County  
Jan Knight, U.S. Fish and Wildlife Service  
Dan Ashe, U.S. Fish and Wildlife Service  
Ed Armenta, Inyo National Forest  
Chief Tidwell, Forest Service  
Heidi Sickler, California Department of Fish and Wildlife

# Exhibit A

Sequoia and Kings Canyon National Parks  
 Restoration of Native Species in High Elevation Aquatic Ecosystems Plan/FEIS

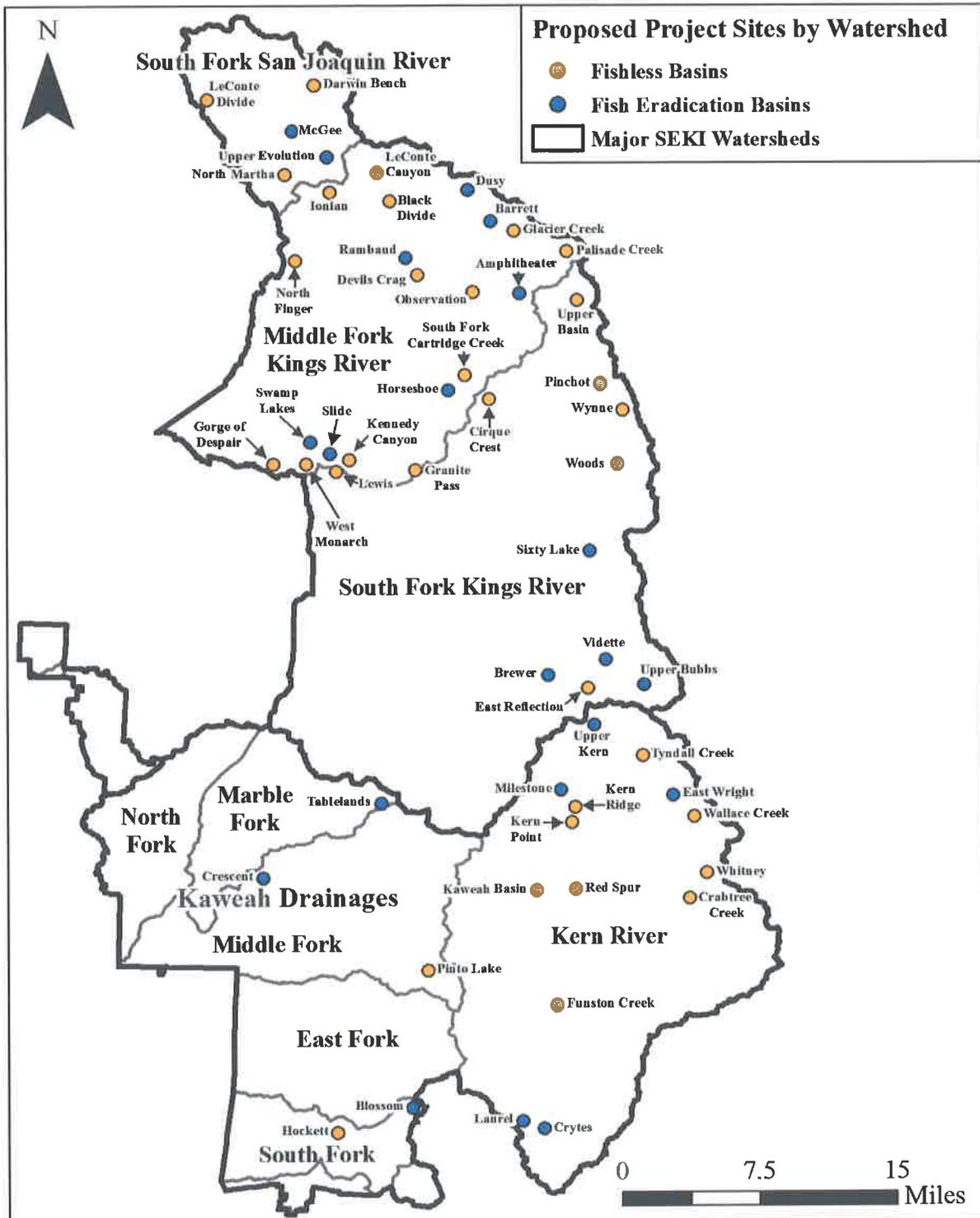
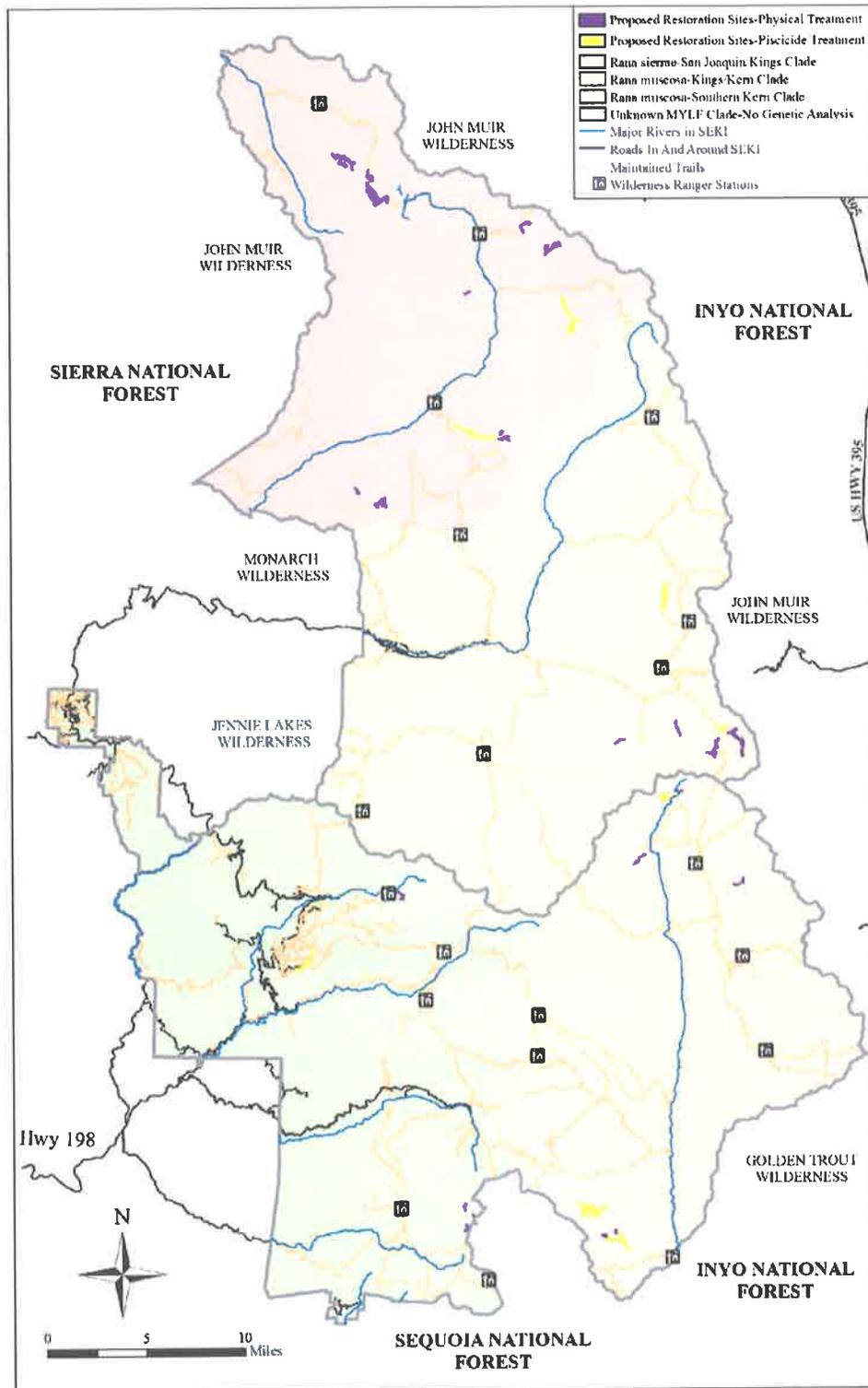


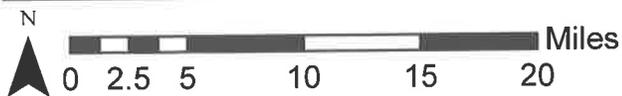
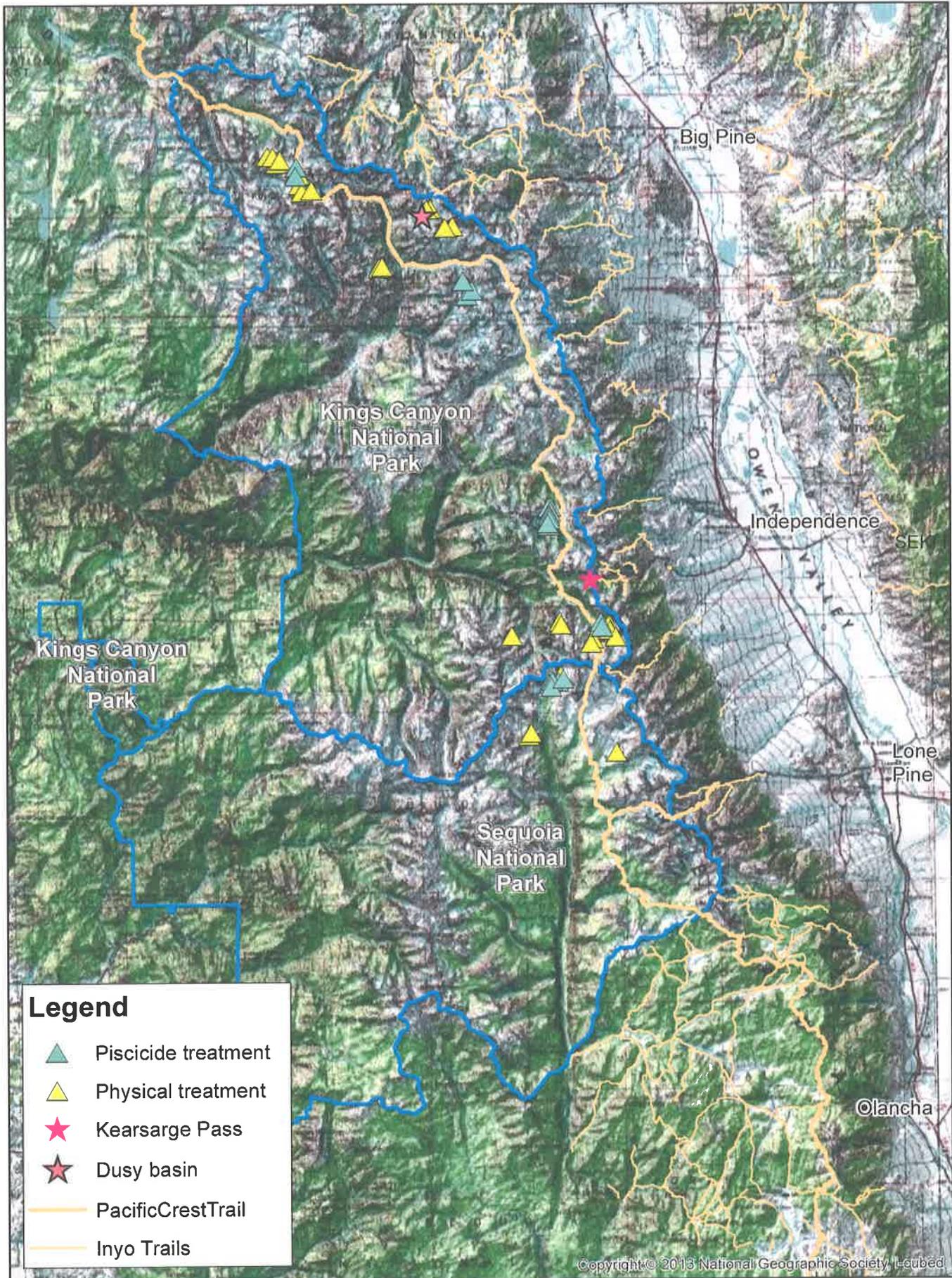
Figure 6. Map showing locations of proposed aquatic ecosystem restoration sites

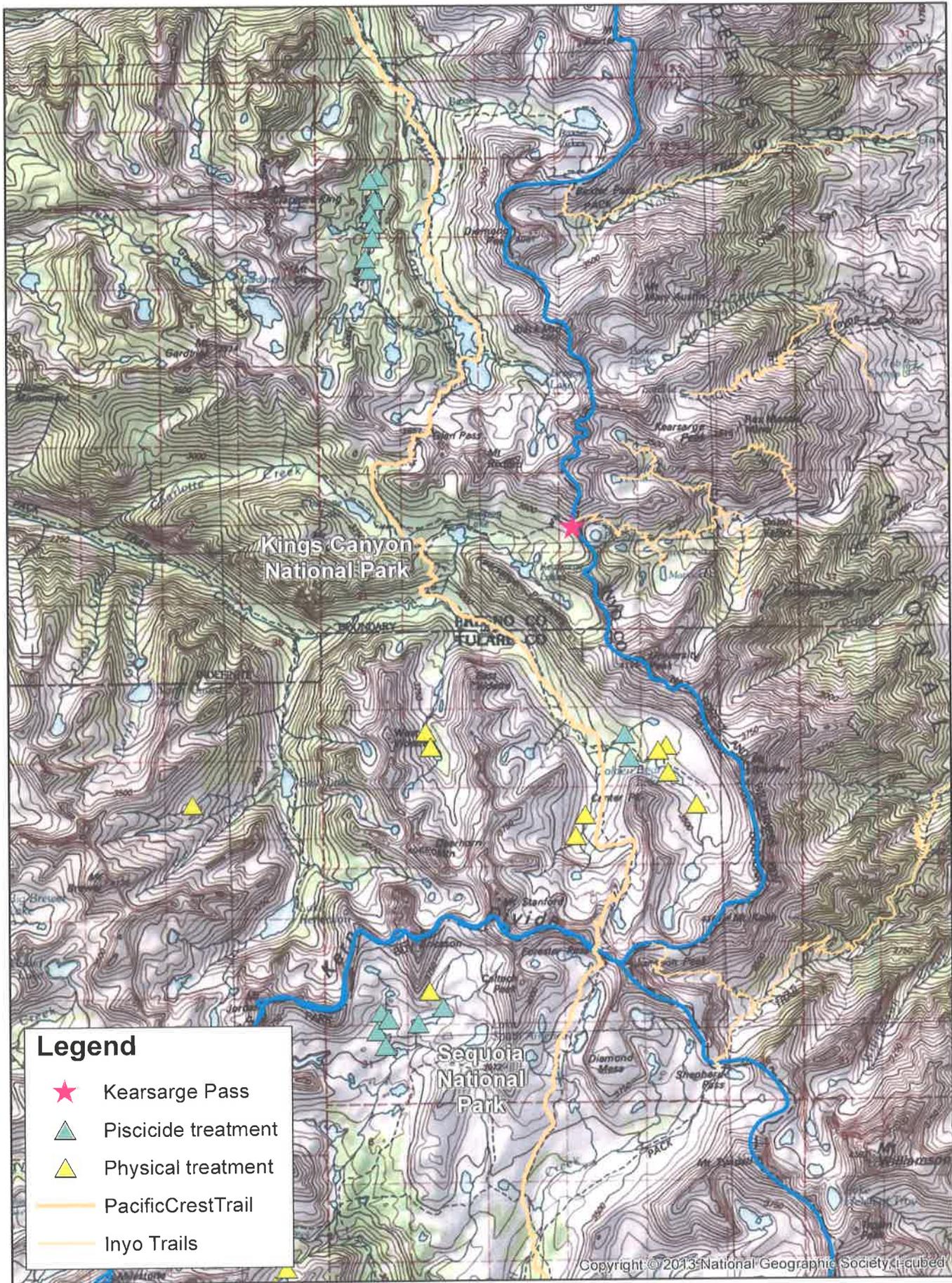
Figure 6 shows basins with only fishless conservation waterbodies in orange, and basins with proposed fish eradication waterbodies in blue, all of which (except Crescent) also contain fishless conservation waterbodies.



**Figure 7. Map of basins proposed for nonnative fish eradication under alternative B**  
 This map includes physical treatment waterbodies and streams in purple, and piscicide treatment waterbodies and streams in yellow.

# Exhibit B



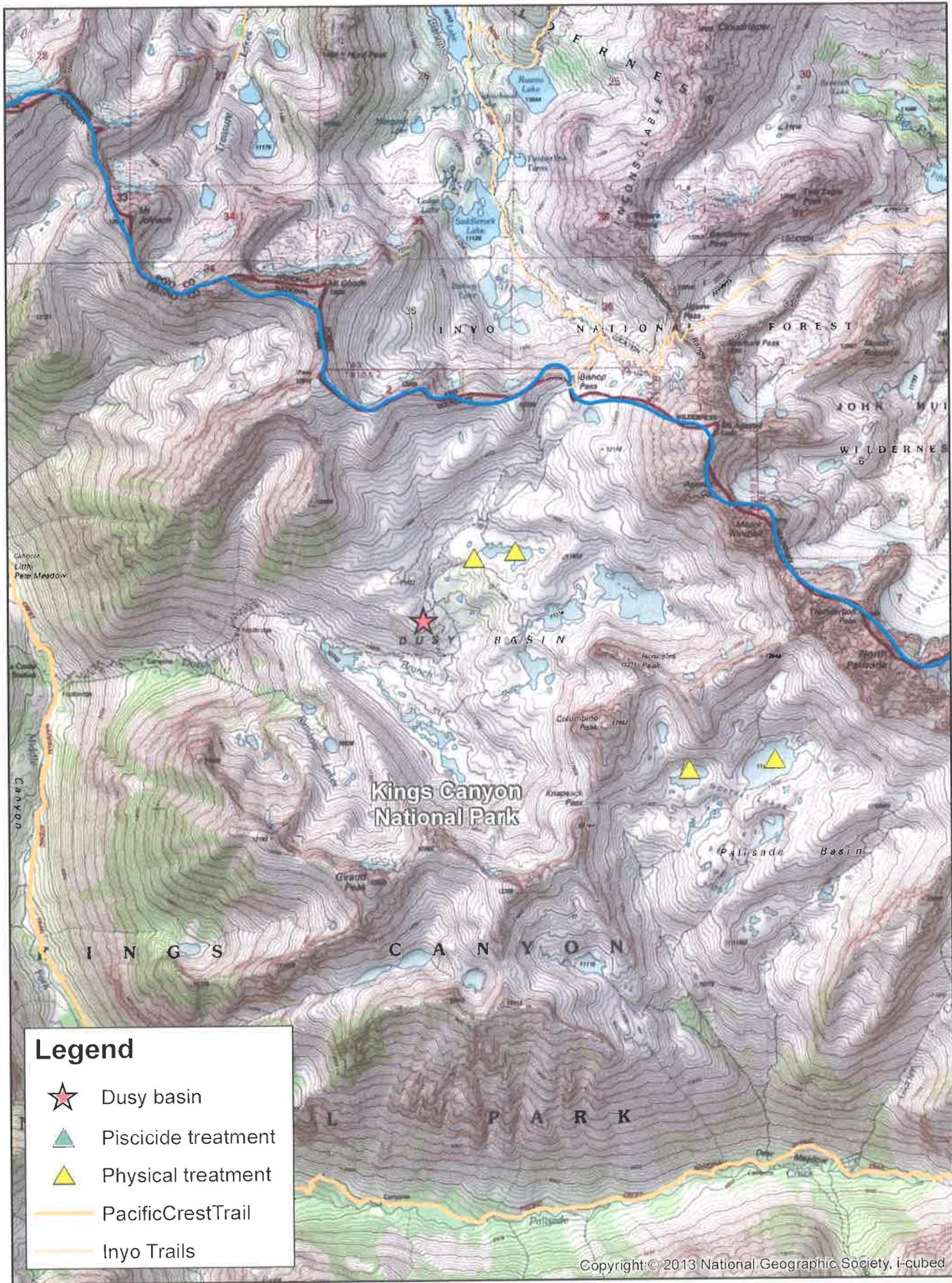


**Legend**

- ★ Kearsarge Pass
- ▲ Piscicide treatment
- ▲ Physical treatment
- PacificCrestTrail
- Inyo Trails

Copyright © 2013 National Geographic Society. i-cubed





**Legend**

- ★ Dusy basin
- ▲ Piscicide treatment
- ▲ Physical treatment
- PacificCrestTrail
- Inyo Trails

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# Attachment Table 1

Impact Topic	Actions Common to All Alternatives	Summary of Impacts Alternative A: No action	Summary of Impacts Alternative B: Prescription Treatment (Physical and Piscicide)	Summary of Impacts Alternative C: Physical Treatment Preceding Restoration	Summary of Impacts Alternative D: Piscicide Treatment Preceding Restoration
<p><b>Visitor and Employee Health and Safety</b></p>	<p>• Crew Camps – There are risks to employees associated with living in the wilderness, but risks are reduced by proper training and conducting job hazard analyses. There is no effect on public health and safety. • Helicopter and Stock Use – There are risks to employees associated with working around helicopters and stock. These risks are mitigated by proper training and the use of an experienced crew. There is no effect on public health and safety.</p> <p>• Restoration, Monitoring and Research – Crews working in the wilderness have the potential for accidents and injuries. This risk is mitigated through the implementation of standard practices, conducting job hazard analyses, and training employees on proper procedures. These project components would not affect public health and safety.</p> <p>• Fish Disposal – Crews working in the wilderness have the potential for accidents and injuries. This risk is mitigated through the implementation of standard practices, conducting job hazard analyses, and training employees on proper procedures. These project components would not affect public health and safety.</p>	<p>This alternative would result in no appreciable effect on visitor health and safety. Employee risks are mitigated, but employees still assume personal responsibility for their safety, whether on or off duty. There still could be risks to employee safety until the ongoing project work is completed, but the risks are low to moderate.</p>	<p>Due to the remoteness of the proposed project areas, the distance to any downstream human population, and the low likelihood of exposure to visitors during and after treatment, there would be a low risk of human exposure to the piscicides, and a negligible threat to the health and safety of wilderness users and the parks' neighbors. For crews, the short-term risk of piscicide treatments is low to moderate, but the piscicide treatments provide a long-term benefit by reducing total exposure from an average of six= years (field seasons) per lake treatment site and up to 10 years per sites with long or complex streams (during summer months) to two to four weeks each year over a one to two year period for most sites selected for piscicide treatment, and potentially up to three years for one or more of the largest piscicide treatments. Piscicide treatments provide a long-term benefit by reducing total time exposed to work hazards</p>	<p>The effects on visitor health and safety would be the same as alternative A except the duration of the project would be longer, and there would be more sites. In addition, there would be a negligible to low increase in risk to visitors due to blasting (if determined necessary) in up to five locations. The effects of this alternative on employee health and safety would be the same as described under alternative A, though the duration of the project would be longer and there would be more project sites, resulting in a slightly increased risk. In addition, there would be a slight increase in risk for crews performing blasting activities (if determined necessary) in up to five locations. Crew members could spend approximately 6 to 10 field seasons per treatment site for the duration of the project, which is expected to continue for the next 35 years.</p>	<p>The effects of this alternative related to the use of piscicide treatments on visitor health and safety are the same as alternative B. Piscicide treatments increase the risk for crews slightly, but provide a long-term benefit by reducing total time exposed to work hazards from 6 to 10 years per site, to two to four weeks per site over a one to two year period for most treatments, and potentially up to three years for one or more of the largest treatments.</p>

# Attachment Table 1

Impact Topic	Actions Common to All Alternatives	Summary of Impacts Alternative A: No action	Summary of Impacts Alternative B: Prescription Treatment (Physical and Piscicide)	Summary of Impacts Alternative C: Physical Treatment Preceding Restoration	Summary of Impacts Alternative D: Piscicide Treatment Preceding Restoration
<p>Visitor Experience and Recreational Opportunities</p>	<p>Crew Camps – The likelihood of visitors seeing crew camps is slight, and would result in negligible short-term adverse effects to those few park visitors who happen to travel by the site. • Helicopter and Stock Use – The use of helicopters and stock can have a positive or negative effect on the visitor experience. Generally, the use of helicopters results in a short-term moderate adverse effect. The use of stock results in minor short-term adverse or beneficial effects. • Restoration, Monitoring and Research –The effects are negligible to minor and adverse, but as ecosystems are restored, the effects would be long-term and beneficial. • Fish Disposal –The presence of dead fish would result in short-term negligible to minor adverse effects.</p>	<p>Visitors may experience a slight change in recreational opportunities as a result of the ongoing program, primarily due to reduced angling opportunities and ecosystem restoration in the 25 treatment waterbodies. Effects would be short- and long-term negligible to minor adverse and beneficial.</p>	<p>Visitors would experience a moderate change in recreational opportunities as a result of expanding the existing program, primarily due to reduced angling opportunities and ecosystem restoration in the 21 additional treatment basins. Visitors to the restored waterbodies should notice the effects associated with this alternative. Effects would be short- and long-term minor to moderate and adverse and beneficial.</p>	<p>Visitors would experience a negligible to minor change in recreational opportunities as a result of expanding the existing program, primarily due to reduced angling opportunities and ecosystem restoration in the 17 treatment basins. Visitors to the restored waterbodies should notice the effects associated with this alternative. Effects would be short- and long-term minor to moderate and adverse and beneficial.</p>	<p>Impacts would be similar to alternative B except that this alternative would result in a greater number of short-term site closures, and take the least amount of time to complete, meaning that angling would be excluded sooner and opportunities for observing restored ecosystems would improve faster when compared to the other alternatives.</p>

## Attachment Table 2

Favorable	Rule-out
Elevation is between 6,000 and 12,000 ft (1,800 and 3,700 m).	Elevation is under 6,000 ft (1,800 m) or above 12,000 ft (3,700 m). Lake basins in SEKI typically do not occur outside of these elevations.
Adequate downstream barrier (large waterfall or long, steep cascade) exists naturally, or the stream could be altered by blasting to create a vertical fish barrier, which would prevent fish from recolonizing restoration area. Barrier potential would be assessed prior to the onset of restoration.	No adequate downstream fish barrier exists naturally and there is no potential to create a barrier by blasting. Fish are observed breaching all possible barriers and would likely continue breaching even after blasting.
Fish eradication is feasible from a logistical standpoint. Habitat structure would allow fish eradication without extreme difficulty, and site can be safely accessed by field crews.  Crew presence unlikely to jeopardize the existence of known threatened or endangered plant or wildlife species.	Fish eradication is considered infeasible from a logistical standpoint. Habitat structure is so complex that it would be extremely difficult to eradicate fish, and/or site cannot be safely accessed by field crews.  Crew presence could jeopardize the existence of known threatened or endangered plant or wildlife species.
Evidence of current or recent populations within natural distribution of MYLFs (includes sites where frogs recently died out due to disease).	There is no evidence of current or past MYLF populations. Removal of fish would benefit other native species.
Other Consideration Factors	
Achieves Comparatively More Objectives	Achieves Comparatively Fewer Objectives
Restores/conserves genetic diversity of MYLFs within SEKI – several sites restored within each of three major genetic groups.	Total number of restoration sites is imbalanced with respect to genetic diversity of MYLFs within SEKI.
Restores/conserves spatial representation MYLFs within SEKI – sites restored across park latitudes and longitudes.	Total number of restoration sites is imbalanced with respect to historic representation of MYLFs within SEKI.

## Attachment Table 2

<p>Groupings of waterways appropriate for treatment. For basins in which some fish lakes would remain, restoration lakes are at top of basin. Several entire basins are restored, spread across SEKI.</p>	<p>Groups of waterways not considered appropriate for treatment. For basins in which some fish lakes would remain, restoration lakes are at middle or bottom of basin. No entire basins are restored in SEKI.</p>
<p>For individual lake selection, recreational fishing value of lake is medium to low – not a very popular or trophy fishery. For the overall project, fishing opportunities within SEKI continue to exist that satisfy a range of visitor values, including multiple fish lakes within each of the following categories:</p> <ol style="list-style-type: none"> <li>1) near trailheads for easy access;</li> <li>2) in remote basins for solitude;</li> <li>3) having large fish for a trophy experience;</li> <li>4) having many fish for a high-catch experience.</li> </ol>	<p>For individual lake selection, recreational fishing value of lake is high – a very popular or trophy fishery. For the overall project, multiple fish lakes within each of the following categories do not continue to exist within SEKI:</p> <ol style="list-style-type: none"> <li>1) near trailheads for easy access;</li> <li>2) in remote basins for solitude;</li> <li>3) having large fish for a trophy experience;</li> <li>4) having many fish for a high-catch experience.</li> </ol>
<p>Other known threats not an issue.</p>	<p>Other threats make site less desirable. For example, considering piscicide use in areas close to human population</p>



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  38
---

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 28, 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 12 members (potentially consisting of the following, should they agree to participate: 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], 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], 1 from the Eastern Sierra Community Services District [ESCSD] and 1 from the Bishop Rural Fire Protection District). 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:** In April of last year, Caltrans awarded the County and the City of Bishop a grant to develop a Sustainable Corridor Plan over three years for North Sierra Highway, focused on transportation planning issues roughly between the Fairgrounds and the Paiute Palace. With the Board's authorization, County representatives subsequently approached numerous partners in the Corridor in the summer and fall to solicit interest in expanding the scope of work to include development of a Specific Plan and potentially an Environmental Impact Report (EIR), which would address more comprehensive land use and environmental planning issues throughout the Corridor. The scope presented included two phases: Phase 1 would expand the Corridor Plan component to include a draft Specific Plan and Phase 2 would include development of the final Specific Plan and EIR. Staff estimated that Phase 1 would require an additional approximately \$90,000 more than funded by the grant over three years, and that Phase 2 would cost approximately \$220,000 in total in the fourth and fifth years.

Based upon its outreach, staff understood that the County, City of Bishop, and the Bishop Paiute Tribe had expressed interest in concept in supporting the expanded scope through Phase 1, including assisting with funding (\$45,000 from the County, \$15,000 from the City, and \$15,000 from the Tribe spread over the first three years), and re-evaluating the effort before commencing with Phase 2. The Eastern Sierra Transit Authority (ESTA) also expressed its intent to provide \$15,000 towards Phase 1. Numerous other stakeholders in the Corridor expressed support for the effort. Once the contract with Caltrans was approved in November, a Request for Proposals for a consultant to assist with the Specific Plan and Corridor Plan was developed and processed in coordination with Caltrans, the City of Bishop, and the Tribe, and a contract was awarded to RRM Design Group in April of 2016.

Staff has been working on beginning implementation of the substantive phases of the grant, and on June 7, 2016, staff came before the Board with a request to approve the Planning Department to set up an advisory committee for the North Sierra Highway Corridor and Specific Plan. At that meeting Mr. Raymond Andrews spoke on behalf of the Bishop Paiute Tribe expressing concerns that there had not been proper outreach in advance of forming this committee. On June 7, the Board agreed conceptually to institute the committee, discussed appointing Supervisor Pucci to the committee, and directed staff to reach out to all organizations that were identified as contributing to the committee and get any input they had on the committee, as well as to let them know that we would like them to

have a representative to participate on the committee. Staff also inadvertently excluded the Bishop Rural Fire Protection District in the list presented June 7, and has included the District in the updated Recommendation above.

Staff has since done that outreach and now is coming before the Board to finalize approval to set up this committee. With the exception of the Bishop Paiute Tribe, all of the stakeholders have confirmed their interest in participating. Staff has repeatedly worked to schedule a meeting with the Bishop Paiute Tribal Administrator to discuss the issues presented by Mr. Andrews on June 7, but the Administrator has not made himself available. Staff plans to continue to work with the Tribe to include it in development of the Corridor Plan, as well as the Specific Plan if it so wishes and is willing to contribute to the effort. If the Tribe does not wish to participate in development of the Specific Plan component, the planning boundary would exclude Tribal lands. Staff plans to continue to work to include Tribal representatives on the advisory committee to include their input at least in development of the Corridor Plan component.

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 the consultant'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 and confirm Supervisor Pucci's appointment to the Committee. Staff is working to schedule the first meeting of the committee on July 21 as part of a public meeting to kick off the planning effort and introduce the project more broadly.

**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.
- If the Tribe chooses not to participate in the Specific Plan, the Board could direct staff to cease working on the Specific Plan and instead refocus on the Corridor Plan. This is not recommended as the Specific Plan could provide substantial benefits to the Corridor and region, and rescoping could result in additional costs and delay. Given the grant funding available, only limited funds are needed to complete Phase 1. Staff believes that it can complete Phase 1 of the Specific Plan with the resources being provided by the City, County, and ESTA.
- The Board could direct staff to delay creation of the advisory committee and/or reschedule the July 21 meeting. This is not recommended due to the need to move forward with the Corridor Plan component to comply with the grant requirements, and numerous other conflicting public outreach efforts in August.

**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 Local Transportation Commission. 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.

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

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



Date: 6/22/16



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

For Clerk's Use  
Only:

**AGENDA NUMBER**

39

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

**FROM:** Public Works/Deferred Maintenance

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Ratify the purchase and installation services for two (2) MZ-Control boards required to complete the Inyo County Jail HVAC project and direct staff to pay two invoices (2) in an amount not to exceed \$11,434.40 to Southland Mechanical and approve the payment of sales tax to the State of California in an amount \$175.87 for a total cost of \$11,610.27.

**DEPARTMENTAL RECOMMENDATIONS:** Request your Board:

- A. Approve Southland Mechanical as a sole source provider for the purchase and installation of two (2) MZ-Control boards; and
- B. Ratify the purchase and installation services for two (2) MZ-Control boards in an amount not to exceed \$11,434.40; and
- C. Approve payment of sales tax to the State of California in the amount of \$175.87.

**SUMMARY DISCUSSION:** The Public Works Department has completed the Inyo County Jail HVAC replacement project for the Sheriff's Department and was accepted by your Board on May 10, 2016. During construction it was discovered it would be necessary to remove and replace two (2) MZ-Control boards because the existing ones could not be upgraded. Due to the complex nature of the boards and DOS base computer programming needed the Building and Maintenance Department authorized Southland Mechanical, a sole source provider from previous services when the HVAC systems went down, to remove and replace the boards.

The Public Works Department is recommending your Board ratify the purchase and direct staff to pay two (2) invoices totaling \$11,434.40 to Southland Mechanical, and approve the payment of sales tax to the State of California in an amount of \$175.87 for a total cost of \$11,610.27.

**ALTERNATIVES:** Your board could choose not to approve the ratification. This is not recommended as the work has been performed due to facility being occupied 24 hrs.

**OTHER AGENCY INVOLVEMENT:** Office of the County Counsel and Auditor's Office.

**FINANCING:**

These invoices will be paid from the 011501 Deferred Maintenance, object code 5265 professional services, from FY 2015-2016. There is sufficient budget in this object code to make these payments.

<b>APPROVALS</b>	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS  <small>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</small></p> <p align="right">Approved: <u>yes</u>      Date <u>6/21/16</u></p>
AUDITOR/CONTROLLER	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <small>(Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</small></p> <p align="right">Approved: <u>yes</u>      Date <u>06/21/2016</u></p>
PERSONNEL DIRECTOR	<p>PERSONNEL AND RELATED ITEMS <small>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</small></p> <p align="right">Approved: _____ N/A _____      Date _____</p>

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

Date: 6/21/16

## Sole Source Justification Form

**Sole Source:** A unique service or item that is only available from a single source or one source is the only practical way to respond to overriding circumstances. 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 Authority (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:**  
 Jail HVAC temperature controls system utilize a specialized computer board that runs computer base Dos programing. Local vendors could not provide the service. Jonathan Jones (Former Building & Maintenance Supervisor) was contacted for List of providers that had provided services. He could not provide a list, only one vendor. Local Vendors were asked if they could provide us with additional contractors that may have the speciality.

DEPARTMENT CONTACT PERSON & TITLE Shannon Williams	
DEPARTMENT NAME Inyo County Public Works	PHONE 760-878-0215
REQUESTED SUPPLIER/CONSULTANT NAME Southland Mechanical Services	Tom Hegdpoth
SUPPLIER ADDRESS 870 E Greg Street Sparks, NV 89431	SUPPLIER CONTACT'S PHONE NUMBER 775-329-6507

The Authority's Policies 5.01(6) and 5.02(7) describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the Authority's policy on sole source procurements.

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

6/8/16  
 \_\_\_\_\_  
 Date

See contract commitment provided by contractor

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

\_\_\_\_\_  
 Date

# Invoice

Southland Mechanical Services  
 870 E. Greg St.  
 Sparks, NV 89431

Date	Invoice #
5/9/2016	4800

Phone: 775-329-3991 Fax: 775-329-6507

Bill To
Inyo County Public Works Attn: Shannon Williams PO Box Q Independence, CA 95326

P.O. No.	Terms	Due Date	Job No.	Project
	Net 30	6/8/2016		5431-Inyo/ AC units c...
Description				Amount
Remove and replace controls on AC-units at Inyo county jail. Remove and replace all associated seal components on AC-units.  67 Hours @ \$108.00 Materials Expenses				7,236.00 348.90 2,000.00
011501 5265 <b>RECEIVED</b>  MAY 11 2016  INYO COUNTY PUBLIC WORKS				
<b>PLEASE MAKE ALL CHECKS PAYABLE TO:                      SOUTHLAND MECHANICAL SERVICES</b>			<b>Total</b> \$9,584.90	
<b>NOTE: Credit Card Transactions carry a 4% credit card processing fee.</b>			<b>Payments/Credits</b> \$0.00	
			<b>Balance Due</b> \$9,584.90	





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

**FOR THE BOARD MEETING** June 28, 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 (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

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



**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   
  Closed Session   
  Informational

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

**FOR THE BOARD MEETING OF** June 28, 2016

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) \_\_\_\_\_ 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**  
 42

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

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

**FOR THE BOARD MEETING OF** June 28, 2016

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

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

43

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

**FROM:** CLERK OF THE BOARD  
**By:** Darcy Ellis, Assistant Clerk of the Board of Supervisors

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval of the minutes of the Board of Supervisors Regular Meeting of June 7, 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](http://www.inyocounty.us).

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

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

**FINANCING:** n/a

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

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

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



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

For Clerk's Use Only:  
AGENDA NUMBER  
44

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for 1:30 p.m.       Closed Session       Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 28, 2016

**SUBJECT:** Inyo National Forest Draft Forest Plan Revision and Draft Environmental Impact Statement (DEIS) workshop.

**RECOMMENDATION:** Receive a Draft Forest Plan Revision and DEIS overview presentation from staff and provide input.

**SUMMARY DISCUSSION:** Beginning in 2012 three early adopter Forests the Inyo, Sequoia and Sierra National Forests began Forest Plan Revisions based on the 2012 Planning Rule. The existing plans are over 20-years old and needed to be updated based on changes over time in conditions and new laws and regulations. The Inyo National Forest (INF) has been working with local stakeholders, tribes and other State and Federal agencies during this update process. The 2012 Planning Rule provided for forests to work in collaboration with the public throughout the plan revision process. Under the regulations for the National Environmental Protection Act (NEPA) Inyo County requested cooperating agency status to aid the forest in addressing local economics. Inyo County took this opportunity and a Memorandum of Understanding (MOU) was developed by the County and the Forest Service that defined the relationship and duties of both parties. The MOU was executed in June of 2014. The INF worked cooperatively with the County on other processes during plan revision such as wilderness inventory and evaluation; species of conservation concern; and development of plan components. This has given the County access to draft products being developed by the INF for comment prior to public release. The County has provided data, evaluations and maps as a means of commenting and providing assistance to the INF throughout its planning efforts. Areas of particular concern to the County are potential losses to multiple uses on the Forest (grazing, certain types of recreation and mining), increased land area being recommended for wilderness, road closures, and potential changes to the County's culture that is largely based on traditional uses of the Forest.

Comments on the Draft Plan Revision and DEIS are due on August 25, 2016.

The Forests' stated purpose for revising these plans is to:

- Reduce risk of large high-intensity wildfires to communities, recreation sites and infrastructure
- Increase the ability to manage wildfires to meet resource objectives and reduce smoke impacts to communities
- Restore the resilience of vegetation and aquatic and riparian ecosystems
- Restore wildlife and plant habitat and diversity
- Reduce risk of large high-intensity wildfire to wildlife and their habitats

The Forest Plan Website can be found at: <http://tinyurl.com/r5earlyadopters>

The Inyo County Forest Plan Webpage can be found at: <http://inyoplanning.org/InyoNationalForest.htm>

- Provide sustainable and diverse recreation that considers demographics, reflects local communities desires, avoids overcrowding and use conflicts, minimizes resource damage and protects cultural resources
- Update the management of wilderness, wild and scenic rivers, and the Pacific Crest National Scenic Trail.

### Plan Topics

There are three main natural resource topics that were focused on for the Forest Plan Revisions. The DEIS alternatives address these topics in varying degrees of management application. The revision topics are:

- **Fire Management and Smoke**  
The objective of this topic is to reduce the risk of large high-intensity wildfires to communities and assets such as recreation sites and infrastructure; increase the ability to manage wildfires to meet resource objectives; and reduce smoke impacts to communities.
- **Ecological Integrity**  
The objective of this topic is to restore the resilience of vegetation and aquatic and riparian ecosystems to fire, drought, and climate impacts; restore wildlife and plant habitat and diversity; and reduce the risk of large high-intensity wildfire impacts to species and wildlife habitat.
- **Sustainable Recreation and Designated Areas**  
The objective of this topic is to provide sustainable and diverse recreation opportunities that consider population demographic characteristics; reflect desires of local communities avoid overcrowding and use conflicts, and minimize resource damage; protect cultural resources; update direction for management of wilderness and wild and scenic rivers; and protect the values of the Pacific Crest National Scenic Trail.

### Plan Issues

The proposed action was distributed for public review in August of 2014, and the following issues were used for analysis to respond to public concerns expressed during development of the draft environmental impact statement. These issues and issue statements are:

- **Ecological Resilience, Wildlife Habitats, and Wildfire**  
*The amount, type, and location of thinning to improve ecosystem resilience to large, high-intensity wildfires and to reduce the threat of wildfires to communities may not provide adequate habitat for wildlife species that use forests with large trees and dense canopy cover.*
- **Forest Resilience and Forest Density**  
*The limitations on effectively treating enough areas to reduce the density of trees and the level of fuels because of concerns for wildlife habitats will leave too much of the forest at risk of loss or unacceptable damage from wildfires or insect attacks during droughts exacerbated by climate change.*
- **Fuels Treatments and Fire Management**  
*The amount of prescribed fire and managed wildfire used to meet resource objectives may not be sufficient to restore fire in frequent fire ecosystems. The amount of fire restored to the landscape may not be achievable without reducing existing fuels before treatment.*
- **Watershed Restoration**  
*The amount of watershed restoration in the proposed revised plans may not keep pace with the increased stresses to aquatic and riparian systems from drought and climate change.*
- **Protecting Aquatic Diversity**  
*The proposed revised plans may not adequately protect areas of high aquatic species diversity.*
- **Recommended Wilderness**

*The proposed revised plans offer an opportunity to manage more areas as recommended wilderness to protect them from development for future generations. However, recommending additional wilderness areas in the proposed revised plans might unnecessarily prohibit and further geographically constrain management activities and uses, including tribal uses that would otherwise be allowed.*

- Smoke

*Increasing the amount of prescribed burning, and allowing the management of wildfires to meet resource objectives would produce more smoke that might impact human health and affect the tourism-based and resource-based economies of counties and rural communities.*

- Forest Products

*The amount of forest management activities and forest product outputs may not adequately contribute to sustaining local and regional industry infrastructure needed to accomplish restoration objectives.*

### Alternatives

The DEIS provides four alternatives that were crafted with the issues in mind, to apply varying degrees of management levels. Alternative A is a no change alternative; Alternative B is the preferred alternative, management and restoration methods are developed for this alternative through Forest specialists' expertise and are believed to best address public comments and the identified issues; Alternative C is a cautious approach alternative that focuses on adding more wilderness and managing and restoring the forests by allowing natural processes to occur with limited interference, much of this alternative was developed based on public comments; and, Alternative D is an active approach alternative where forest management and restoration would be accomplished by more forest service intervention including more aggressive management strategies and treatments, this alternative was also driven in part by public comment (see attached table for comparisons of how each Alternative addresses the revision topics).

As part of the revision process, the Forests were tasked with providing potential areas for wilderness designation consideration, streams or specific segments of streams for wild and scenic rivers' eligibility and to create a list of species of conservation concern with management strategies for their protection included.

### Wilderness

The Preferred Alternative B provides for three areas recommended for wilderness all of which are completely or partially in Inyo County, these are: White Mountains Wilderness Additions West and East, Piper Mountain Wilderness Addition and the South Sierra Wilderness Addition. There are fifteen areas recommended for wilderness in Alternative C. Not all of these are in Inyo County (see attached table and map). Already designated wilderness areas and recommended wilderness areas have management direction in the Plans. These include desired conditions, guidelines and standards for achieving and/or maintaining the desired conditions suitability items. These are activities that may or may not be suitable within a particular proposed or already existing wilderness.

### Wild and Scenic Rivers

Wild and scenic rivers eligibility is based on a stream's or specific stream segment's value as wild, scenic or for recreation. Congress has designated three wild and scenic rivers that are either in whole or in part in the Inyo National Forest: the north and south forks of the Kern Wild and Scenic River (shared with the Sequoia National Forest and Sequoia Kings Canyon National Park), Cottonwood Creek Wild and Scenic River (shared with Bureau of Land Management), and the Owens River Headwaters Wild and Scenic River. The Forest's evaluation that was conducted as part of the revisions found that 36-stream segments in the Inyo National Forest were eligible as wild, scenic, or for recreation. Not all of these stream segments are in

Inyo County (see attached table (all streams) and map (Inyo County)). The Forest Plans have management plans for the already designation streams and the streams that are considered as eligible. These are similar to the wilderness management directives and have desired conditions, guidelines and standards for achieving and/or maintaining the desired conditions. Wild and Scenic River eligibility is consistent throughout the Alternatives.

#### Species of Conservation Concern

The Forest Service's definition of Species of Conservation Concern is a species other than a federally recognized threatened, endangered, proposed, or candidate species, that is known to occur in the plan area and for which the Regional Forester has determined that the best available scientific information indicates substantial concern about the species' capability to persist over the long-term in the plan area (see attached for the INF list of Species of Conservation Concern). The Plans address the needs of these species with direction for the sustainable use and enjoyment of fish, wildlife, and plants. And, for each species or group of species, the plan considers the extent that the plan can provide for ecosystem integrity and diversity to meet the ecological conditions necessary for them within their ranges. The Species of Conservation Concern list is consistent throughout the Alternatives.

#### Management Strategies

Along with the wilderness designation considerations, wild and scenic rivers' eligibility and the species of conservation concern, the Plan provides for management strategies for Strategic Fire Management Zones, Riparian Conservation Areas, Critical Aquatic Refuges, the Pacific Crest National Scenic Trail and Recreation Places.

Strategic fire management zones were developed by the Forests based on existing fire risk assessment models. There are four strategic fire management zones each includes desired conditions, guidelines and goals. The use of these Zones varies between the Alternatives (see attached table). The Forest Service provides for these zones as such:

- Community wildfire protection zone – it includes locations where hazardous fuel conditions currently put communities, community assets and private land at a very high risk from damage by wildfire. Within this zone, community buffer areas are identified and used to strategically mitigate vegetation directly adjacent to structures and allow for safer conditions for firefighters. The long term focus is to create fire-adapted communities that are less reliant on aggressive wildfire protection.
- General wildfire protection zone – it identifies where conditions currently put some natural resource values at high risk of damage from wildfire. Although some wildfires that burn in this zone can potentially benefit some natural resources, high negative impacts to many natural resources are more likely under most weather, fuel moisture, and other environmental conditions during the fire season. Targeted ecological restoration and hazardous fuel reduction are needed in the general wildfire protection zone to safeguard communities and resources.
- Wildfire restoration zone – this restoration zone identifies where conditions currently put some natural resource values at moderate risk of damage from wildfire. This zone is where some ecological restoration may be needed before using wildland fire under a wider range of weather, fuel moisture, and other environmental conditions.
- Wildfire maintenance zone – the wildfire maintenance zone poses a low threat to communities in average fire season conditions, and where conditions allow natural resources to benefit from wildland fire. Ecological maintenance can be carried out by the management of wildland fire under a wide range of weather, fuel moisture, and other environmental conditions. Using prescribed fire to meet resource objectives is also appropriate.

### Riparian Conservation Areas

These are basically buffer areas around various water features that offer them protection. The widths of these areas are defined by the type of water feature including:

- Perennial streams, 300 feet on each side of the stream, measured from the bank full edge of the stream
- Seasonally flowing streams (includes intermittent and ephemeral streams), 150 feet on each side of the stream, measured from the bank full edge of the stream
- Streams in inner gorge (defined by stream adjacent slopes greater than 70 percent gradient), top of inner gorge
- Special aquatic features (including lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs) or perennial streams with riparian conditions extending more than 150 feet from edge of streambank or seasonally flowing streams with riparian conditions extending more than 50 feet from edge of streambank, 300 feet from edge of feature or riparian vegetation, whichever width is greater
- Other hydrological or topographic depressions without a defined channel, riparian conservation area width and protection measures determined through project level analysis. Riparian conservation area widths may be adjusted at the project level if interdisciplinary analysis demonstrates a need for different widths to meet or improve the desired conditions. Riparian conservation area plan components apply to the entire riparian conservation area, as well as the specific riparian and aquatic environments contained within them, such as rivers, streams, meadows, springs and seeps.

Riparian Conservation Areas remain consistent throughout the Alternatives (see attached for INF riparian conservation areas).

### Critical Aquatic Refuges

These are sub-watersheds, generally ranging between 500 to 50,000-acres that contain either: known locations of at risk species; highly vulnerable populations of native plant or animal species; or localized populations of rare native aquatic or riparian-dependent plant or animal species. The sizes of these refuges are different depending on the Alternative (see attachment for maps of INF critical aquatic refuges). The boundaries of critical aquatic refuges may be refined based on the findings from conservation assessments or verification of the presence and condition of habitat for at-risk species.

### Pacific Crest National Scenic Trail

The Pacific Crest Trail spans 2,650-miles and goes from the California/Mexico border to the to Washington/Canada border. Parts of the trail weave in and out of the INF. The Plan revisions include management strategies for the trail in both wilderness areas and non-wilderness areas. The management areas incorporate lands that are in the visible foreground from the trail and encompass resources, qualities, values, associated settings and primary uses. The distance from the trail (visible foreground) varies among the Alternatives and can be up to one-half-mile that is visible from the trail from a height of five-feet.

### Sustainable Recreation

The Plan works to provide a quality, sustainable recreation program by assessing recreation settings, opportunities, access and scenic character. Various tools are used by the Forests to describe and assess these categories. The Forests prepare for outdoor recreation activities that are consistent with these characteristics and recreation opportunities in part by using the recreation opportunity spectrum classification to define and categorize recreation settings into six distinct opportunity classes: primitive, semi-primitive non-motorized, semi-primitive motorized, roaded natural, rural, and urban. These are used to help evaluate the management

areas throughout the plan with regard to recreation values, these vary by alternative (see attached for Recreation Opportunity Spectrum maps).

#### Recreation Places

Recreation Places are characterized by the Forest Service by their distinctive roles and contributions within the landscape, taking into account the agency's mission, unique capabilities, and the broader area beyond the national forest boundaries. This includes the scenic character. Management of the recreation places are provided within the context of the distinctive role and contribution of each place. These places are categorized by the Forest Service into one of the following types:

- **Destination**  
Places with regional and national significance. Visitors are drawn to these places to experience sport type activities or participate in recreation activities in higher-end recreation settings; more highly developed infrastructure is prevalent and visitor controls are evident.
- **Dispersed Use**  
Places with local and regional significance. Visitors are drawn to these places to experience unregimented recreation activities and moments of solitude in undeveloped settings. Infrastructure tends to be rustic or non-existent, with minimal visitor controls.
- **High Country**  
Places with local and regional significance. Visitors are drawn to these places to experience challenge and adventure in high-elevation settings and as relief from the warmer lower elevations climates. Infrastructure tends to be rustic or non-existent, with minimal visitor controls.
- **High Use Overnight**  
Places with local and regional significance. Visitors are drawn to these places to experience a high social exchange among families, friends and other forest visitors in developed recreation settings. More highly developed infrastructure is prevalent; visitor controls are evident.
- **Scenic Drive**  
Places with regional and national significance. Visitors are drawn to these places to experience the interaction of natural resources elements in the landscape or to view the vestiges of California's rich historic frontier past. More highly developed infrastructure is prevalent; visitor controls are evident.
- **Wildlands**  
Places with regional, national and international significance. Visitors are drawn to these places to experience extreme challenge and solitude in remote high elevation settings. Infrastructure and visitor controls are non-existent.

Recreation Places and their recreation category in Inyo County are (also see attached map):

- Bishop to Convict Creek Place (High Use Overnight)
- Coyote Place (Scenic Drive)
- Golden Trout-South Sierra Place (Wildlands)
- Inyo Mountains (Wildland)
- Owens Valley Escarpment Place (High Country)
- White Mountains Place (Wildlands).

Management strategies are addressed in the Plan that provide for each of the Management Areas described above. Some of the Management Areas include each of these and some only a few of them. These strategies include:

- Objective – this is a concise, measurable, and time-specific statement of a desired rate of progress toward a desired condition or conditions. Objectives are based on reasonable foreseeable budgets; goals, which are used to describe outcomes that are not at the sole control of a national forest, such as the result of a partnership; and potential management approaches, which the Forest is inclined to use in order to be responsive to desired conditions and objectives.
- Desired condition – a description of specific social, economic, and/or ecological characteristics of the plan area, or a portion of the plan area, toward which management of the land and resources should be directed. A desired condition description is specific enough to allow progress toward achievement to be determined but does not include a completion date.
- Standard – this is a mandatory constraint on project and activity decision-making, established to help achieve or maintain the desired condition or conditions, to avoid or mitigate undesirable effects, or to meet applicable legal requirements.
- Guideline – a constraint on project and activity decision-making that allows for departure from its terms, so long as the purpose of the guideline is met. Guidelines are established to help achieve or maintain the desired condition or conditions, to avoid or mitigate undesirable effects, or to meet applicable legal requirements.
- Goals – the desired outcomes of planning efforts. Some are expressed as desired conditions.

#### Monitoring

The Forest Plans include monitoring programs that have been developed to ensure that the Forests can determine where changes are needed in the Forest Plan's components and allows for an adaptive management approach. The Plan monitoring program measures management effectiveness and assesses progress toward achieving or maintaining the Forest Plan's desired conditions and objectives. This is achieved through a set of monitoring questions and associated indicators. These are designed to inform management of resources in the plan area, including testing relevant assumptions, tracking relevant changes, and measuring management effectiveness. Monitoring information will be reviewed and evaluated every two-years. This way changes can be made to address areas that are not performing up to the Plan's direction. The monitoring program contains one or more monitoring questions and associated indicators addressing each of the following topics:

- The status of select watershed conditions
- The status of select ecological conditions including key characteristics of terrestrial and aquatic ecosystems
- The status of focal species to assess the ecological conditions required under the Code of Federal Regulations (CFR), specifically 36 CFR 219.9
- The status of a select set of the ecological conditions required under 36 CFR 219.9 to contribute to the recovery of federally listed threatened and endangered species, conserve proposed and candidate species, and maintain a viable population of each species of conservation concern
- The status of visitor use, visitor satisfaction, and progress toward meeting recreation objectives
- Measurable changes on the plan area related to climate change and other stressors that may be affecting the plan area
- Progress toward meeting the desired conditions and objectives in the plan, including for providing multiple use opportunities

- The effects of each management system to determine that they do not substantially and permanently impair the productivity of the land (16 (USC) United States Code of Law 1604(g)(3)(C)).

**ANALYSIS:** On first review of the Draft Forest Plan Revision staff has found the document is fairly easy to read and follow. The County has consistently objected to having the three Forests in one EIS, and the resulting EIS is overly complex due to this. Throughout the INF's planning process the County has consistently provided comments and shared its concerns with the Forest staff. The County also prepared a list of priorities, this list includes:

- Access – a sustainable road system should be implemented to enhance and accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.
  - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the Forest, including grazing, mining, and the activities of native peoples (such as gathering).
  - Roadless Areas should be identified for removal or evaluation if they are not roadless.
  - Conflicts between biological resources and human access should be identified and planned for.
- Vibrant Economy – the Plan should contribute substantially to the local economy due to the impact of the Forest on the County's culture and fiscal health, and should not result in significant socioeconomic impacts.
  - Grazing, Mining, Recreation, and other Multiple Uses – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County's economy and culture.
  - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
  - Use permits should be facilitated and streamlined for timely issuance and evaluated based upon scientific criteria.
- Mitigation Bank – rather than acquire land for mitigation of environmental impacts, the Plan should promote restoration of degraded public lands to accommodate mitigation of human development elsewhere in the County.
- Local Culture – the Plan should support and enhance the culture of local communities to the extent social and cultural issues revolve around the forest.
  - Public Safety – access and accommodation for public safety purposes should be of paramount concern in the Plan, including for law enforcement (such as eradicating illegal drug production), fire management and suppression, and search and rescue.
  - Provide access to the Forest for gathering activities, prospecting, sightseeing, exploration, and camping.
  - Provide a continuing voice to the people living around the forest through their local government representatives.
  - Increase use of partnering with local communities, agencies, and non-profits.

With regard to this latest Plan Revision Draft the County's concerns are best addressed in the Preferred Alternative B and Alternative D as they include less land and habitat designations that restrict multiple uses and provide more intensive treatments for fire suppression than Alternative C and A. The issue of fire suppression and smoke, is expressed as a priority by the County under local culture has been, and is, an

issue to the County, with regard to smoke effects on its citizens and the potential losses to tourism based dollars from poor air quality due to large forest fires that are sometimes located hundreds of miles away. Smoke is projected to be improved equally over existing conditions in Alternatives B and C, and better in D. The size of forest fires is projected to be larger in C as it relies mostly on natural processes, whereas Alternatives B and D use more intensive treatments, especially D, to reduce fire threats.

Other issues the County has consistently raised and is a listed priority under vibrant economy, and local culture is the potential losses of multiple uses due to wilderness expansion and more restrictions on uses based on habitat, as well as possible road closures that would reduce access to certain recreation types, minerals and grazing and also how these losses can affect the County's economy. Again, Alternative B and D better address the County's concerns than Alternative C. Alternative C provides for more proposed acres in wilderness. The total proposed area for potential wilderness in Alternative C is 315,531-acres, compared to 37,029-acres in B and none in D. Your Board provided support to the INF staff for their wilderness process and found that the areas proposed in Alternative B are benign with regard to losses to access and subsequently economics. Early in the process the County commented that no new wilderness should be added based on the fact that about 66% of the land in the County is already designated wilderness. If your Board is still concerned about adding any wilderness then Alternative D is more aligned with this perspective.

Staff has reviewed some of the additional land that is proposed in Alternative C for potential wilderness. Some of the areas are questionable from this review based on some of the wilderness criteria, mainly in the South Sierra addition, Soldier Canyon and the Mazourka Peak areas. These areas were observed to have questionable wilderness characteristics as they have views into areas with roads, highways, power lines, and communities, are scared with mine ruins and roads and do not seem to be 'remarkable' in that they do not provide an experience or landscape that is different from much of the non-wilderness landscapes nearby. The County also provided a map of priority areas to the INF. The Black Canyon and Mazourka Peak potential areas in Alternative C are within the County's priority areas (see attached map).

The Species of Conservation Concern list is consistent throughout the Alternatives. The County has commented at every chance on the length of this list and its potential effects on access, a vibrant economy and the local culture. This list currently has 4-mammals, 4-birds, 3-amphibians, 1-fish, 10-terrestrial invertebrates, 5-aquatic invertebrates and 116-plants. Subsequent habitat protection for these species could further affect the County's stated priorities, especially with regard to losses of multiple use opportunities.

The County's priorities under local culture included a desire for an increase in partnering with local communities, agencies, and non-profits in the management of the Forest. The Forest has better embraced the concept of partnerships in the Draft Plan. Staff believes that the Forest Service could better facilitate volunteerism by allowing a means for volunteer input to be incorporated into the direction and methods used in the Forest's programs. A full description of the partnership focus can be found in Appendix C<sup>1</sup> of the Draft Plan. The Forest states that: The mission of the Forest Service is to "sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations." Partnerships are essential to carrying out that mission today. Fortunately, there are hundreds of organizations in California whose missions overlap with ours in some way, creating the opportunity to work together toward bigger, better outcomes than each can achieve on its own.

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Staff will continue to review and coordinate with INF staff on the Draft Plan and DEIS. Comments will be due August 25, 2016. Staff is also coordinating with INF staff to schedule another workshop in July with Forest Supervisor Ed Armenta.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

**FINANCING:** General fund resources are utilized to monitor planning work in the Forest.

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

***DEPARTMENT HEAD SIGNATURE:***

(Not to be signed until all approvals are received)

  
Attachments:

Date: 6-16-16

## Attachments

## Comparing Alternatives

Table S-1. Comparison of how each alternative addresses the revision topics

Revision Topic	Alternative A	Alternative B	Alternative C	Alternative D
Fire Management	Two distance-based zones around the wildland urban intermix: wildland-urban intermix defense zone; wildland-urban intermix threat zone	Four risk-based fire management zones: community wildfire protection zone, general wildfire protection zone, wildfire restoration zone, wildfire maintenance zone	One distance-based zone around the wildland urban intermix: wildland-urban intermix defense zone; 1 risk-based fire management zone: wildfire maintenance zone; remainder in general wildfire zone	Same as alternative B
Ecological Integrity	Prescriptive vegetation management emphasis on short-term retention of habitat for California spotted owl, Pacific fisher and Sierra marten. Vegetation and fuels management treatments prioritized in the wildland-urban intermix and elsewhere in a roughly geometric pattern of strategically placed area treatments;	Emphasis on restoration towards specific desired conditions based on natural range of variation and habitat, concentrated in focus landscapes; strategically located treatments to support larger landscape-scale prescribed burning and greater opportunity to manage wildfires to meet resource objectives. Focused restoration of sage-grouse habitat. Adds some critical aquatic refuges.	Emphasis on short-term habitat protection for California spotted owl, Pacific fisher, and Sierra marten. Vegetation and fuels management treatments focused on the wildland-urban intermix defense zone; limited mechanical treatment elsewhere; emphasis on managing wildfires to meet resource objectives where feasible. Increased restoration of sage-grouse habitat. Adds most critical aquatic refuges.	Same approach as alternative B, but more focus on increasing the area treated to improve the long-term sustainability and resilience of forests and watersheds.
Sustainable Recreation and Designated Areas	No additional recommended wilderness areas	Additional recommended wilderness areas identified on the Inyo National Forest only.	Additional recommended wilderness areas identified on all forests	No additional recommended wilderness areas

**Table B-3. Inyo National Forest wilderness evaluation polygons (or portions thereof) analyzed for recommended wilderness in alternatives B and C**

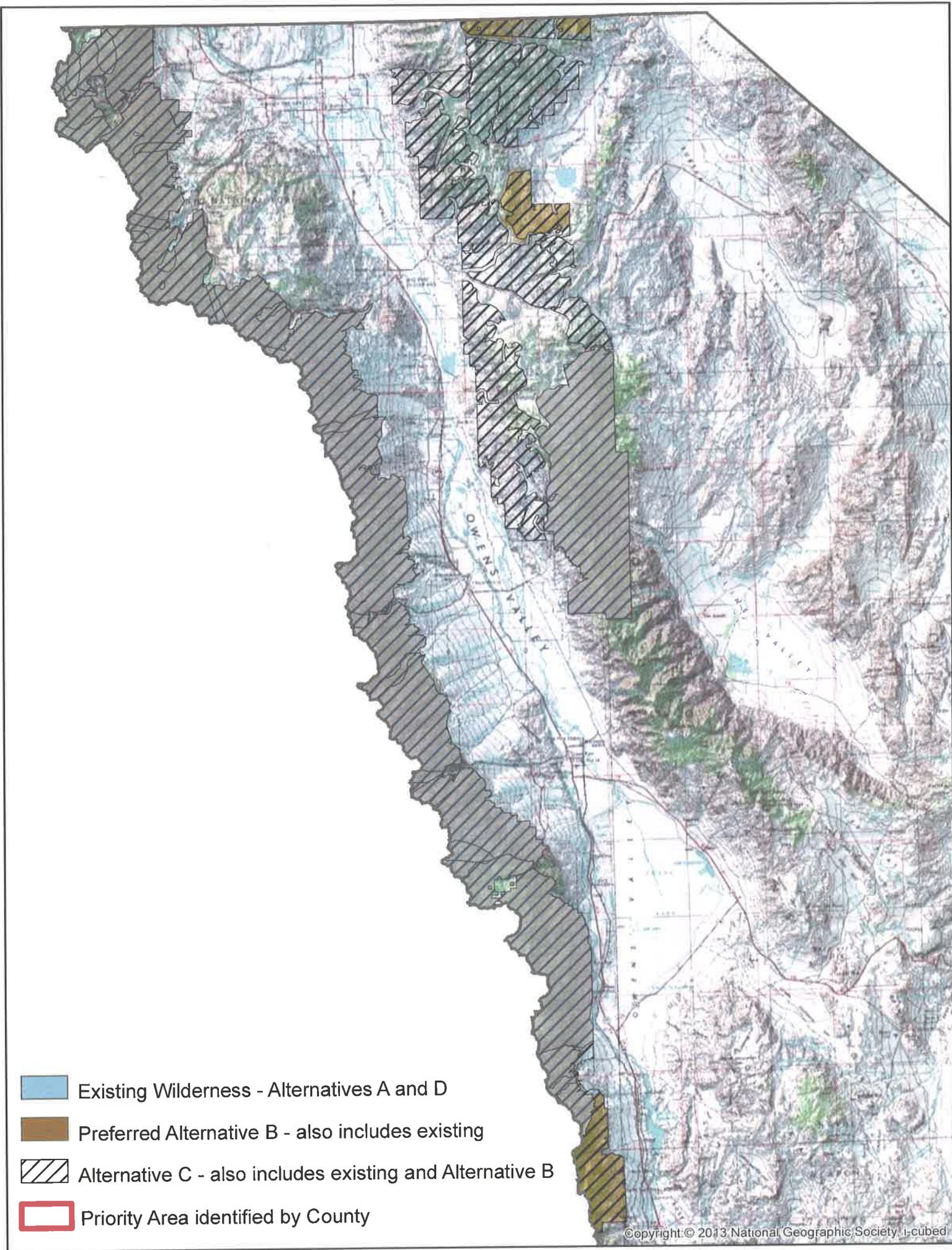
Evaluation Polygon Identification Number	Evaluation Polygon Acres	Evaluation Polygon Name	Names (Acres) of Specific Areas Analyzed as Recommended Wilderness in Alternative B	Names (Acres) of Specific Areas Analyzed as Recommended Wilderness in Alternative C
1012	40,368	Glass Mountains	None	Glass Mountains (34,591)
1068	12,311	Dexter Canyon	None	Dexter Canyon (8,674)
1179	7,212	Lower Lee Vining Canyon to June Lake Loop	None	Ansel Adams Wilderness Addition – Northeast (7,212)
1236	73,128	West of Inyo Mountains Wilderness	None	Inyo Mountain Wilderness Addition (6,775) Mazourka Peak (41,524)
1242	2,678	North of Little Cowhorn Valley	None	Piper Mountain Wilderness Additions (2) (2,678)
1246	43,231	North of Eureka Valley Road	Piper Mountain Wilderness Additions (1) <sup>A</sup> (11,840)	Deadman Canyon <sup>2</sup> (15,445) Piper Mountain Wilderness Additions (1) (10,657) Soldier Canyon (10,037)
1248	38,756	Redding Canyon, Black Canyon	None	Marble Canyon (15,392) Redding Canyon (8,284) Silver Creek (8,076)
1258	35,248	Ancient Bristlecone Pine Forest and Wyman Canyon South	None	Deep Springs North (34,164)
1281	11,210	Ancient Bristlecone Pine Forest and Dead Horse Meadow	White Mountains Wilderness Additions (East) (2,505) White Mountains Wilderness Additions (West) (5,062)	White Mountains Wilderness Additions (East) (3,187) White Mountains Wilderness Additions (West) (7,142)
1308	13,886	Indian Creek to Leidy Creek	None	Marble Creek (13,886)
1339	19,826	Pizona-Truman Meadows	None	Pizona-Truman Meadows (19,762)
1355	10,297	Excelsior Mountains-Adobe Hills	None	Adobe Hills (10,297)
1357	5,805	Excelsior Mountains	None	South Huntoon Creek (5,805)
1361	8,855	Excelsior Mountains - Huntoon Creek	None	Huntoon Creek (8,855)
1391 <sup>B</sup>	33,247	Monache, Blackrock and South Sierra East	South Sierra Wilderness Additions – East (1) (17,622)	Golden Trout Wilderness Addition – East (5,954) South Sierra Wilderness Additions – East (1) (25,249) South Sierra Wilderness Additions – East (2) (1,424)
1550 <sup>C</sup>	12,198	McBride Flat <sup>1</sup>	None	McBride Flat (10,461)

A. In previously publicly shared information of areas being considered for inclusion in one or more alternatives as potential recommended wilderness, this area was call "Deep Springs South." It is been renamed "Piper Mountain Wilderness Additions (1)."

B. Evaluation Polygon 1391 overlays the boundary between the Inyo and Sequoia National Forests, with portions in each forest. The figures here represent just the acres occurring on the Inyo National Forest.

C. In previously publicly shared information of areas being considered for inclusion in one or more alternatives as potential recommended wilderness, this area was call "Soldier Canyon" It is been renamed "Deadman Canyon."

1. McBride Flat is a polygon that was not included in the final inventory; the polygon was subsequently added due to an administrative boundary change that brought the area under the management of the Inyo National Forest.



-  Existing Wilderness - Alternatives A and D
-  Preferred Alternative B - also includes existing
-  Alternative C - also includes existing and Alternative B
-  Priority Area identified by County

## Eligibility Tables and Maps

The following tables provide summaries of the rivers on each national forest that meet eligibility requirements to be considered for inclusion in the National Wild and Scenic Rivers System. Maps follow each table. Larger, higher resolution maps are available to view online at the Pacific Southwest Region (Region 5) Web page at: <http://www.fs.usda.gov/detail/rs/landmanagement/planning/?cid=STELPRD3833668>.

### Inyo National Forest

Table C-22. Inyo National Forest rivers that meet eligibility requirements to be considered for inclusion in the National Wild and Scenic Rivers System

River Name	Miles	Preliminary Classification (Wild Scenic or Recreational)	Beginning Point	End Point	Outstandingly Remarkable Values
Convict Creek (Segment 1)	7.0	Wild	Headwaters	Convict Lake	Scenery, Recreation, Geology, Botanical
Cottonwood Creek (Segment 1)	4.7	Wild to wilderness boundary and then scenic	Headwaters	Southeast side of Forest Road 16S02	Scenery, Recreation, Fish Habitat
Cottonwood Creek (Segment 2)	1.4	Recreational	Southeast side of Forest Road 16S02	Los Angeles Department of Water and Power land east of the Old Cottonwood Mill site	Recreation, Fish Populations
Cottonwood Creek (Segment 3)	3.9	Wild	Los Angeles Department of Water and Power land east of the Old Cottonwood Mill site	Golden Trout Wilderness boundary	Scenery, Fish Populations
Cottonwood Creek (Segment 4)	2.1	Recreational	Golden Trout Wilderness boundary	Intake in Section 27 just east of Forest Service Road 17S01	Scenery, Fish Populations
Fish Creek	20.4	Wild	Headwaters	Confluence with Middle Fork San Joaquin River	Scenery, Recreation, Geology
Golden Trout Creek	19.0	Wild	Headwaters above Big Whitney Meadows	Confluence with the Kern River	Scenery, Recreation, Geology, Fish Populations
Hot Creek	2.9	Recreational	Fish Hatchery	Forest boundary	Scenery, Recreation, Geology, Fish Populations
Laurel Creek	3.8	Scenic	Wilderness boundary	Los Angeles Department of Water and Power land	Scenery, Recreation, Geology
Lee Vining Creek (Segment 1)	1.5	Wild	Headwaters tributaries	Harvey Monroe Hall Research Natural Area	Scenery, Recreation, Geology
Lee Vining Creek (Segment 2)	0.2	Wild	Harvey Monroe Hall Research Natural Area	Greenstone Lake	Scenery, Recreation, Geology

River Name	Miles	Preliminary Classification (Wild Scenic or Recreational)	Beginning Point	End Point	Outstandingly Remarkable Values
Lee Vining Creek (Segment 3)	3.0	Recreational	Saddlebag Lake	Hwy 120	Scenery, Recreation, Geology
Lee Vining Creek (Segment 4)	6.0	Recreational	Southern CA Edison Powerhouse	Los Angeles Department of Water and Power Diversion Pond	Scenery, Recreation, Geology
Lone Pine Creek/North fork Lone Pine Creek (Segment 1)	4.7	Wild	North Fork and South fork Headwaters	John Muir Wilderness boundary	Scenery, Recreation
Lone Pine Creek (Segment 2)	3.9	Recreational	John Muir Wilderness boundary	Inyo Forest boundary near Lone Pine Campground	Scenery, Recreation
McGee Creek	6.7	Wild	Headwaters	Wilderness boundary	Scenery, Recreation
Middle Fork San Joaquin River	3.5	Wild	Headwaters are from an unnamed lake southwest of Thousand Island Lake	Middle Fork San Joaquin River at the northeast end of Thousand Island Lake	Recreation
Mill Creek (Segment 1)	4.0	Wild	Headwaters	Wilderness boundary	Scenery, Recreation
Mill Creek (Segment 2)	1.4	Scenic	Wilderness boundary	Private Property	Scenery, Recreation
Mill Creek (Segment 3)	0.8	Recreational	Private Property	Lundy Lake	Scenery, Recreation
North Fork Big Pine Creek (Segment 1)	5.5	Wild	Northern headwaters on flank of Clouddripper	Wilderness boundary	Recreation, Geology
North Fork Big Pine Creek/Big Pine Creek (Segment 2)	3.6	Recreational	Wilderness boundary	Private Property	Recreation, Geology
Parker Creek	4.5	Wild	Headwaters	Wild Bound	Scenery, Recreation
Rock Creek (Segment 1)	1.2	Wild	Headwaters	Mack Lake	Scenery, Recreation
Rock Creek (Segment 2)	12.0	Recreational	Wilderness boundary	Highway 395 bridge near Toms Place	Scenery, Recreation
Rock Creek –Lower (Segment 3)	6.9	Recreational	Highway 395 bridge near Toms Place	Forest boundary	Scenery, Recreation
Rush Creek	3.7	Wild	Headwaters	Inlet of Waugh Lake	Scenery, Recreation
South Fork Bishop Creek (Segment 1)	3.6	Wild	Headwaters	Inlet at South Lake	Scenery, Recreation

Appendix C: Wild and Scenic Rivers Evaluation for the Inyo, Sequoia, and Sierra National Forests

River Name	Miles	Preliminary Classification (Wild Scenic or Recreational)	Beginning Point	End Point	Outstandingly Remarkable Values
South Fork Bishop Creek (Segment 2)	5.2	Recreational	Dam outlet at South Lake	Habeggars RV Park	Scenery, Recreation
South Fork Mill Creek (Segment 1)	1.1	Wild	Dove Pass Lake	Crystal Lake	Scenery, Recreation
South Fork Mill Creek (Segment 2)	1.6	Wild	Crystal Lake	Hoover Wilderness boundary	Scenery, Recreation
South Fork Mill Creek (Segment 3)	0.3	Scenic	Hoover Wilderness boundary	Confluence with Mill Creek	Scenery, Recreation
South Fork Oak Creek (Segment 1)	3.6	Wild	Headwaters	Wilderness boundary	Scenery, Geology, Botanical
South Fork Oak Creek (Segment 2)	3.9	Recreational	Wilderness boundary	Road 13s04	Scenery, Geology, Botanical
Walker Creek (Segment 1)	2.6	Wild	Headwaters tributaries	Ansel Adams Wilderness boundary	Scenery, Recreation
Walker Creek (Segment 2)	0.4	Scenic	Ansel Adams Wilderness boundary	Walker Lake	Scenery



## Inyo National Forest Species of Conservation Concern

This table presents the list of species of conservation concern for the Inyo National Forest by species type, common name and scientific name

Type	Common Name (Scientific name)
Mammals	Townsend's big-eared bat ( <i>Corynorhinus townsendii</i> ) Sierra Marten ( <i>Martes caurina sierra</i> ) Pacific fringe-tailed bat ( <i>Myotis thysanodes vespertinus</i> ) Nelson Desert Bighorn Sheep ( <i>Ovis canadensis nelsoni</i> )
Birds	Greater sage-grouse ( <i>Centrocercus urophasianus</i> ) Willow flycatcher ( <i>Empidonax traillii</i> ) American peregrine falcon ( <i>Falco peregrinus anatum</i> ) Bald eagle ( <i>Haliaeetus leucocephalus</i> )
Amphibians	Black toad ( <i>Anaxyrus exsul</i> ) Inyo Mountains salamander ( <i>Batrachoseps campii</i> ) Kern Plateau salamander ( <i>Batrachoseps robustus</i> )
Fish	California golden trout ( <i>Oncorhynchus mykiss aguabonita</i> )
Terrestrial Invertebrates	Sierra sulphur ( <i>Colias behrii</i> ) Square dotted blue ( <i>Euphilotes battoides mazourka</i> ) Mono Lake checkerspot ( <i>Euphydryas editha monoensis</i> ) Sierra skipper ( <i>Hesperia miriamae</i> ) White Mountains skipper ( <i>Hesperia miriamae longaevicola</i> ) Boisduval's blue ( <i>Plebejus icarioides inyo</i> ) San Emigdio blue ( <i>Plebulina emigdionis</i> ) Atronis fritillary ( <i>Speyeria mormonia obsidiana</i> ) Apache fritillary ( <i>Speyeria nokomis apacheana</i> ) A cave obligate pseudoscorpion ( <i>Tuberochernes aalbei</i> )
Aquatic Invertebrates	Western pearlshell mussel ( <i>Margaritifera falcata</i> ) Denning's cryptic caddisfly ( <i>Cryptochia denningi</i> ) California stonefly ( <i>Sweltsa resima</i> ) Wong's springsnail ( <i>Pyrgulopsis wongi</i> ) Owens Valley springsnail ( <i>Pyrgulopsis owensensis</i> )
Plants	Ramshaw Meadows abronia ( <i>Abronia alpine</i> ) Alpine bentgrass ( <i>Agrostis humilis</i> ) Coyote gilia ( <i>Aliciella triodon</i> ) Great Basin onion ( <i>Allium atrorubens</i> var. <i>atorubens</i> ) Inflated Cima milk-vetch ( <i>Astragalus cimae</i> var. <i>sufflatus</i> ) Inyo milk-vetch ( <i>Astragalus inyoensis</i> ) Long Valley milk-vetch ( <i>Astragalus johannis-howellii</i> ) Spiny-leaved milk-vetch ( <i>Astragalus kentrophyta</i> var. <i>elatus</i> ) Lemmon's milk-vetch ( <i>Astragalus lemmonii</i> )

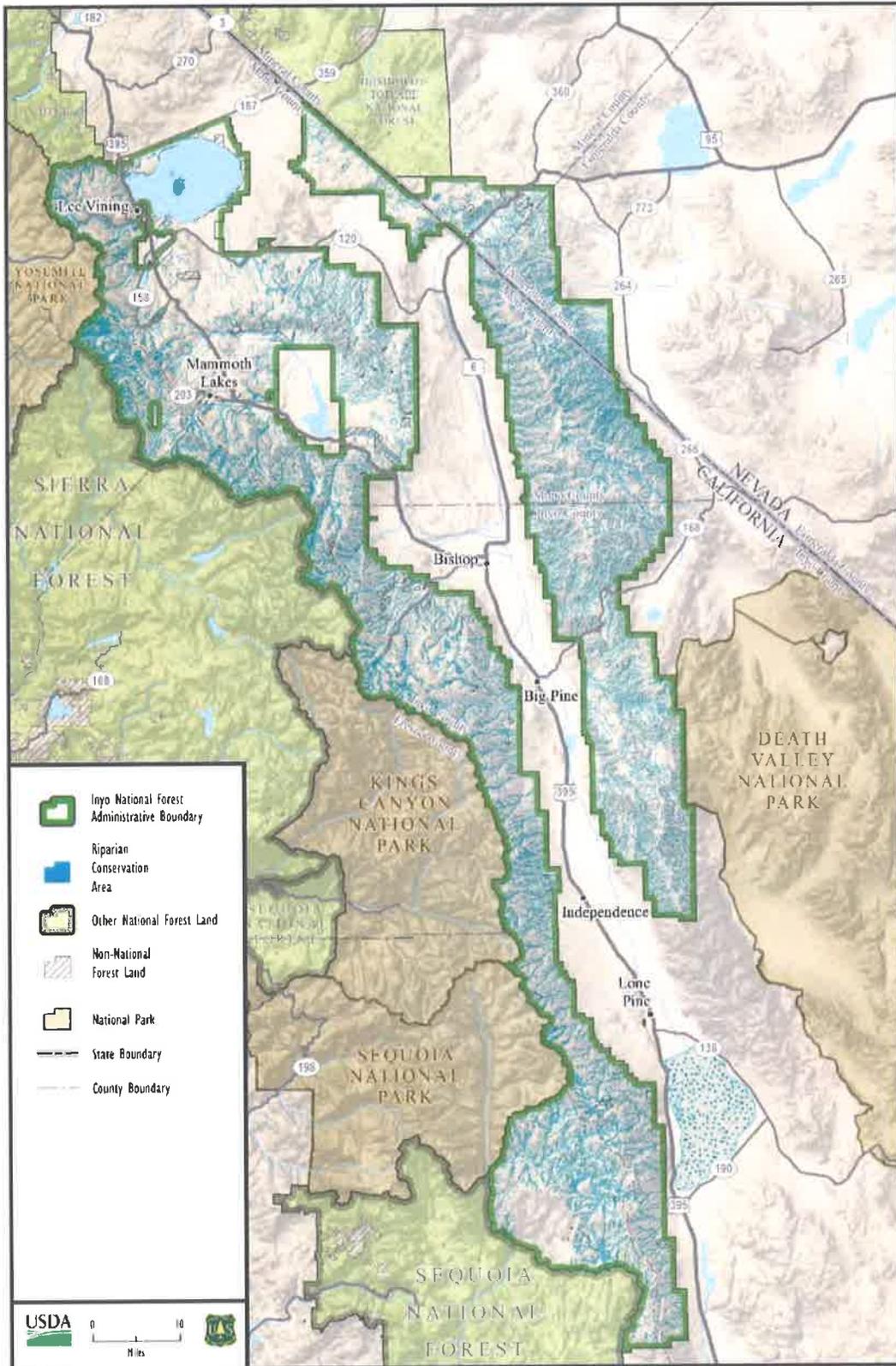
Type	Common Name (Scientific name)
Plants	<p>Kern Plateau milk-vetch (<i>Astragalus lentiginosus</i> var. <i>kernensis</i>)  Mono milk-vetch (<i>Astragalus monoensis</i>)  Raven's milk-vetch (<i>Astragalus ravenii</i>)  Shockley's milk-vetch (<i>Astragalus serenoii</i> var. <i>shockleyi</i>)  Kern County milk-vetch (<i>Astragalus subvestitus</i>)  Bodie Hills rockcress (<i>Boecheira bodiensis</i> (<i>Arabis</i> b.))  Hidden rockcress (<i>Boecheira evadens</i>)  Pinzl's rockcress (<i>Boecheira pinzliae</i>)  Shockley's rockcress (<i>Boecheira shockleyi</i> (<i>Arabis</i> s.))  Tiehm's rockcress (<i>Boecheira tiehmii</i> (<i>Arabis</i> t.))  Tulare rockcress (<i>Boecheira tularensis</i>)  Upswept moonwort (<i>Botrychium ascendens</i>)  Scalloped moonwort (<i>Botrychium crenulatum</i>)  Common moonwort (<i>Botrychium lineare</i>)  Mingan moonwort (<i>Botrychium minganense</i>)  Bolander's bruchia (<i>Bruchia bolanderi</i>)  Inyo County star-tulip (<i>Calochortus excavates</i>)  Pygmy pussypaws (<i>Calyptridium pygmaeum</i>)  Davy's sedge (<i>Carex davyi</i>)  Spikerush sedge (<i>Carex duriuscula</i>)  Idaho sedge (<i>Carex idaho</i>)  Liddon's sedge (<i>Carex petasata</i>)  Northern meadow sedge (<i>Carex praticola</i>)  Western single-spiked sedge (<i>Carex scirpoidea</i> ssp. <i>pseudoscirpoidea</i>)  Steven's sedge (<i>Carex stevenii</i>)  Tioga Pass sedge (<i>Carex tiogana</i>)  Western valley sedge (<i>Carex vallicola</i>)  Wheeler's dune-broom (<i>Chaetadelpa wheeleri</i>)  Fell-fields claytonia (<i>Claytonia megarhiza</i>)  Kern Plateau bird's-beak (<i>Cordylanthus eremicus</i> ssp. <i>kernensis</i>)  Hall's meadow hawksbeard (<i>Crepis runcinata</i> ssp. <i>hallii</i>)  Rosette cushion cryptantha (<i>Cryptantha circumscissa</i> var. <i>rosulata</i>)  Bristlecone cryptantha (<i>Cryptantha roosiorum</i>)  Panamint rock-goldenrod (<i>Cuniculotinus gramineus</i> (<i>Chrysothamnus</i> g.))  Globose cymopterus (<i>Cymopterus globosus</i>)  July gold (<i>Dedekera eurekaensis</i>)  California draba (<i>Draba californica</i>)  White Mountains draba (<i>Draba monoensis</i>)  Mt. Whitney draba (<i>Draba sharsmithii</i>)  Male fern (<i>Dryopteris filix-mas</i>)  Gilman's goldenbush (<i>Ericameria gilmanii</i>)  Compact daisy (<i>Erigeron compactus</i>)  Limestone daisy (<i>Erigeron uncialis</i> var. <i>uncialis</i>)  Ochre-flowered buckwheat (<i>Eriogonum alexandrae</i> (<i>E. ochrocephalum</i> var. <i>ochrocephalum</i>))</p>

Type	Common Name (Scientific name)
Plants	<p>Pinyon Mesa buckwheat (<i>Eriogonum mensicola</i>)  Alpineslender buckwheat (<i>Eriogonum microthecum</i> var. <i>alpinum</i>)  Olancho Peak buckwheat (<i>Eriogonum wrightii</i> var. <i>olanchense</i>)  Yellow spinecane (<i>Goodmania luteola</i>)  Beautiful cholla (<i>Grusonia pulchella</i>)  Poison Canyon stickseed (<i>Hackelia brevicula</i>)  Sharsmith's stickseed (<i>Hackelia sharsmithii</i>)  Blandow's bog moss (<i>Helodium blandowii</i>)  Jaeger's hesperidanthus (<i>Hesperidanthus jaegeri</i>)  White Mountains horkelia (<i>Horkelia hispidula</i>)  Short-leaved hulsea (<i>Hulsea brevifolia</i>)  Inyo hulsea (<i>Hulsea vestita</i> ssp. <i>inyoensis</i>)  Field ivesia (<i>Ivesia campestris</i>)  Alkali ivesia (<i>Ivesia kingii</i> var. <i>kingie</i>)  Fivepetal cliffbush (<i>Jamesia americana</i> var. <i>rosea</i>)  Seep kobresia (<i>Kobresia myosuroides</i> (K. <i>bellardii</i>))  Lance-leaved scurf-pea (<i>Ladeania lanceolata</i> (<i>Psoralidium lanceolatum</i>))  Inyo biscuitroot (<i>Lomatium foeniculaceum</i> ssp. <i>inyoense</i>)  Mono Lake lupine (<i>Lupinus duranii</i>)  Father Crowley's lupine (<i>Lupinus padre-crowleyi</i>)  Inyo blazing star (<i>Mentzelia inyoensis</i>)  Torrey's blazing star (<i>Mentzelia torreyi</i>)  Sweet-smelling monardella (<i>Monardella beneolens</i>)  Blue pendant-pod oxytrope (<i>Oxytropis deflexa</i> var. <i>sericea</i>)  Limestone beardtongue (<i>Penstemon calcareus</i>)  Marble rockmat (<i>Petrophyton acuminatum</i>)  Inyo phacelia (<i>Phacelia inyoensis</i>)  Mono phacelia (<i>Phacelia monoensis</i>)  Charlotte's phacelia (<i>Phacelia nashiana</i>)  Silver bladderpod (<i>Physaria ludoviciana</i>)  Nevada ninebark (<i>Physocarpus alternans</i>)  Whitebark pine (<i>Pinus albicaulis</i>)  Parish's popcornflower (<i>Plagiobothrys parishii</i>)  Mason's sky pilot (<i>Polemonium chartaceum</i>)  Williams' combleaf (<i>Polyctenium fremontii</i> (<i>williamsiae</i>))  Narrow-leaved cottonwood (<i>Populus angustifolia</i>)  Morefield's cinquefoil (<i>Potentilla morefieldii</i>)  Beautiful cinquefoil (<i>Potentilla pulcherrima</i>)  Frog's-bit buttercup (<i>Ranunculus hydrocharoides</i>)  Redspined fishhook cactus (<i>Sclerocactus polyancistrus</i>)  Fringed chocolate chip lichen (<i>Solarina spongiosa</i>)  Fivefinger chickensage (<i>Sphaeromeria potentilloides</i> var. <i>nitrophila</i>)  Prairie wedge grass (<i>Sphenopholis obtusata</i>)  Small-flowered rice grass (<i>Stipa divaricate</i>)  Alpine jewelflower (<i>Streptanthus gracilis</i>)</p>

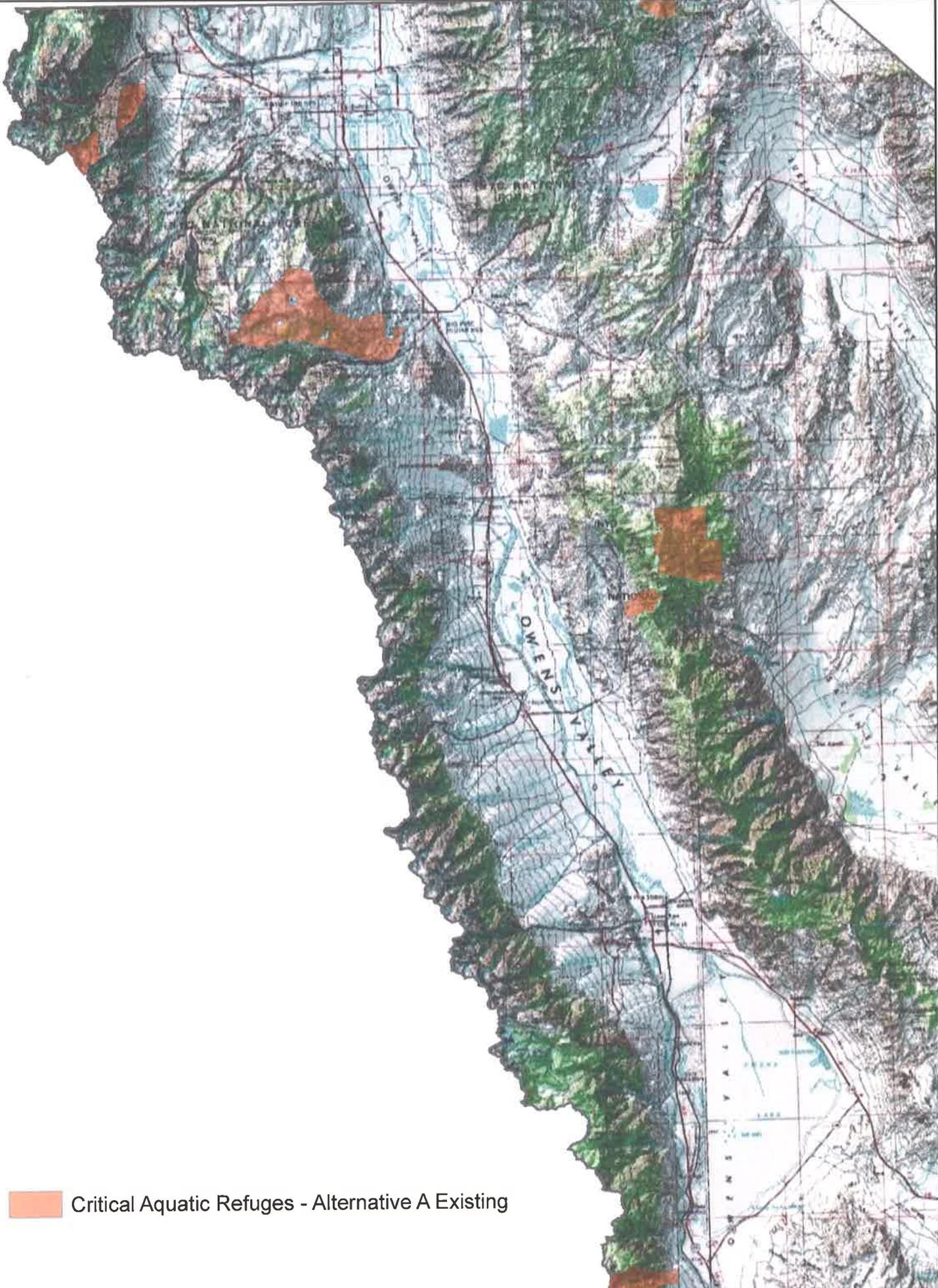
Type	Common Name (Scientific name)
Plants	Masonic mountain jewelflower ( <i>Streptanthus oliganthus</i> ) Horned dandelion ( <i>Taraxacum ceratophorum</i> ) Foxtail thelypodium ( <i>Thelypodium integrifolium</i> ssp. <i>complanatum</i> ) Lake Tahoe serpentweed ( <i>Tonestus eximius</i> ) Slender townsendia ( <i>Townsendia leptotes</i> ) Little bulrush ( <i>Trichophorum pumilum</i> ) Dedecker's clover ( <i>Trifolium kingii</i> ssp. <i>dedeckerae</i> ( <i>T. dedeckerae</i> )) Golden violet ( <i>Viola purpurea</i> ssp. <i>aurea</i> )

Table S-3. Key indicators for each alternative for the Inyo National Forest

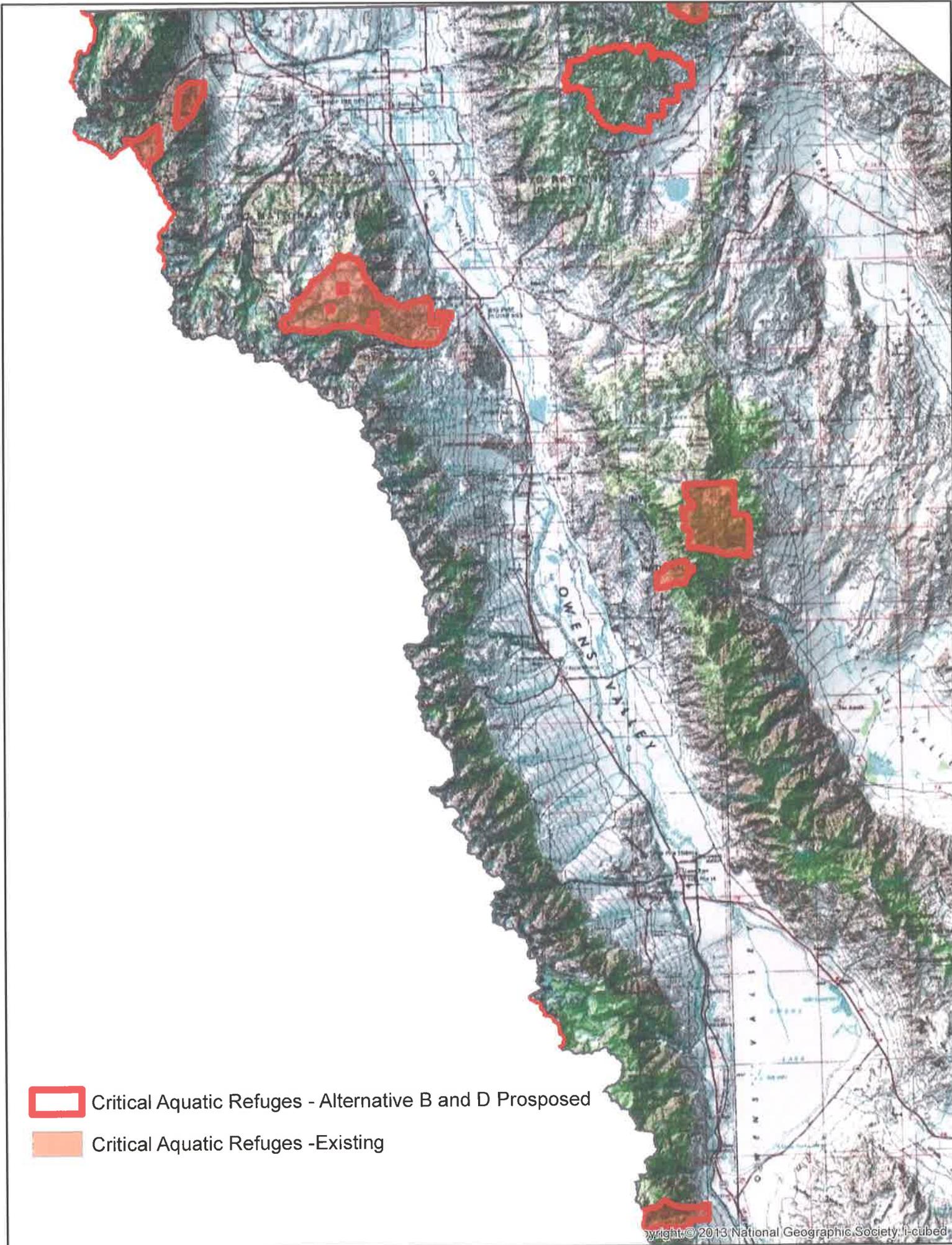
Key Indicator	Alternative A	Alternative B	Alternative C	Alternative D
Mechanical treatments (acres per decade)	20,000	20,000 – 25,000	10,000 – 15,000	25,000 – 30,000
Prescribed burning (acres per decade)	18,000	20,000 – 25,000	15,000 – 35,000	20,000 – 25,000
Estimated wildfires managed to meet resource objectives (acres per decade)	10,300	49,000	18,000	93,000
Riparian vegetation improved (acres per decade)	300 – 400	400 – 500	400 – 500	500 – 600
Meadows maintained, improved, or restored (number per decade)	3 – 5	5 – 10	20 – 25	5 – 10
Critical Aquatic Refuges (acres)	170,600	191,567	322,518	191,567
Sage-grouse habitat maintained, improved, or restored (acres per decade)	1,500 – 7,450	1,500 – 14,900	7,450 – 22,350	7,450 – 22,350
New Recommended Wilderness (acres)	0	37,029	315,531	0
New Eligible Wild and Scenic Rivers (miles)	0	159.8	159.8	159.8
Pacific Crest National Scenic Trail Management Area (acres)	116	39,973	130,350	22,052
Projected 10-year timber harvest volumes (MMCF), Sawtimber	1	1 – 1.5	<1	1 – 5.3
Projected 10-year timber harvest volumes (MMCF), Fuelwood	6 – 8	6 – 9.5	4 – 7	9.5 – 14



Map 10. Riparian conservation areas, Inyo National Forest

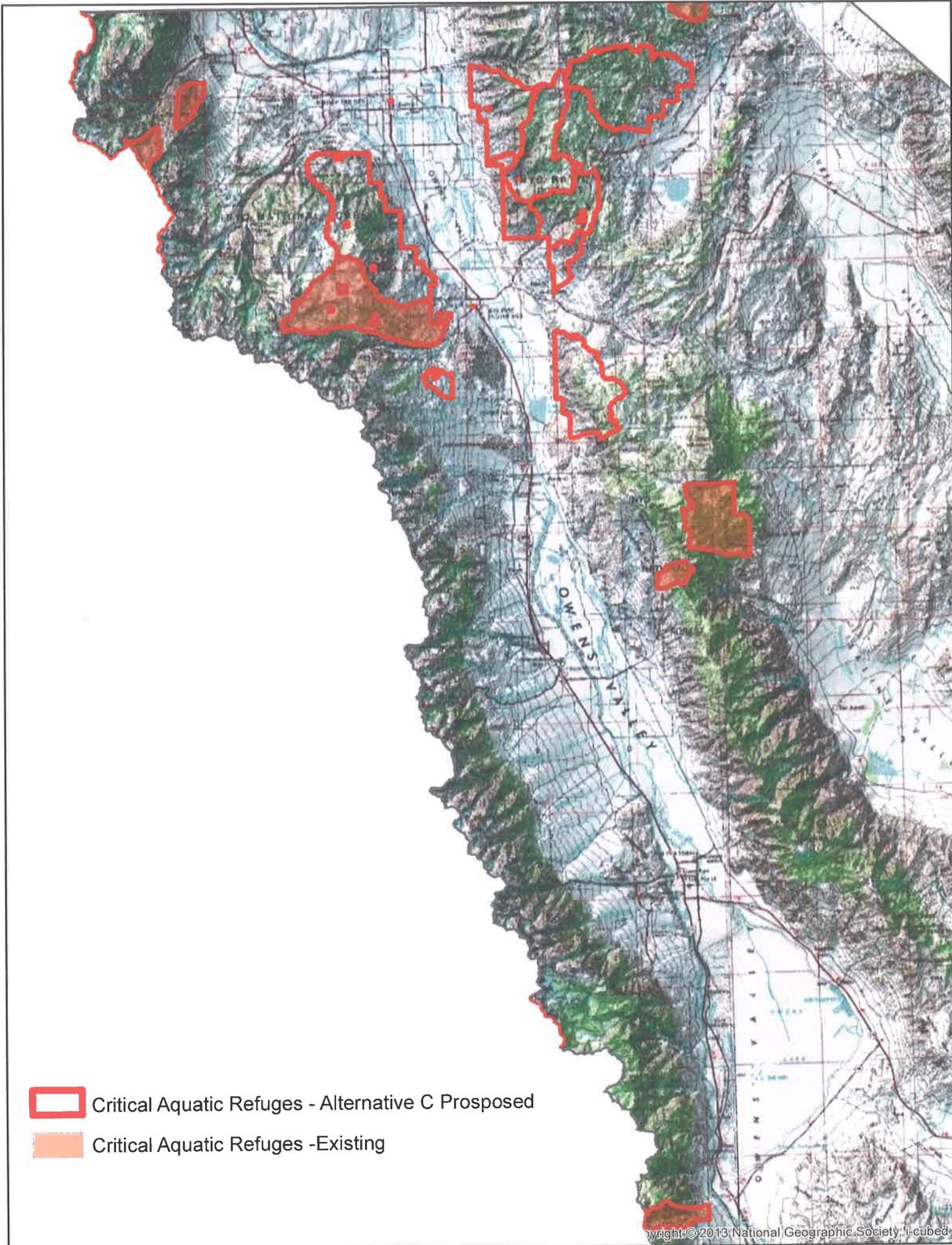


Critical Aquatic Refuges - Alternative A Existing



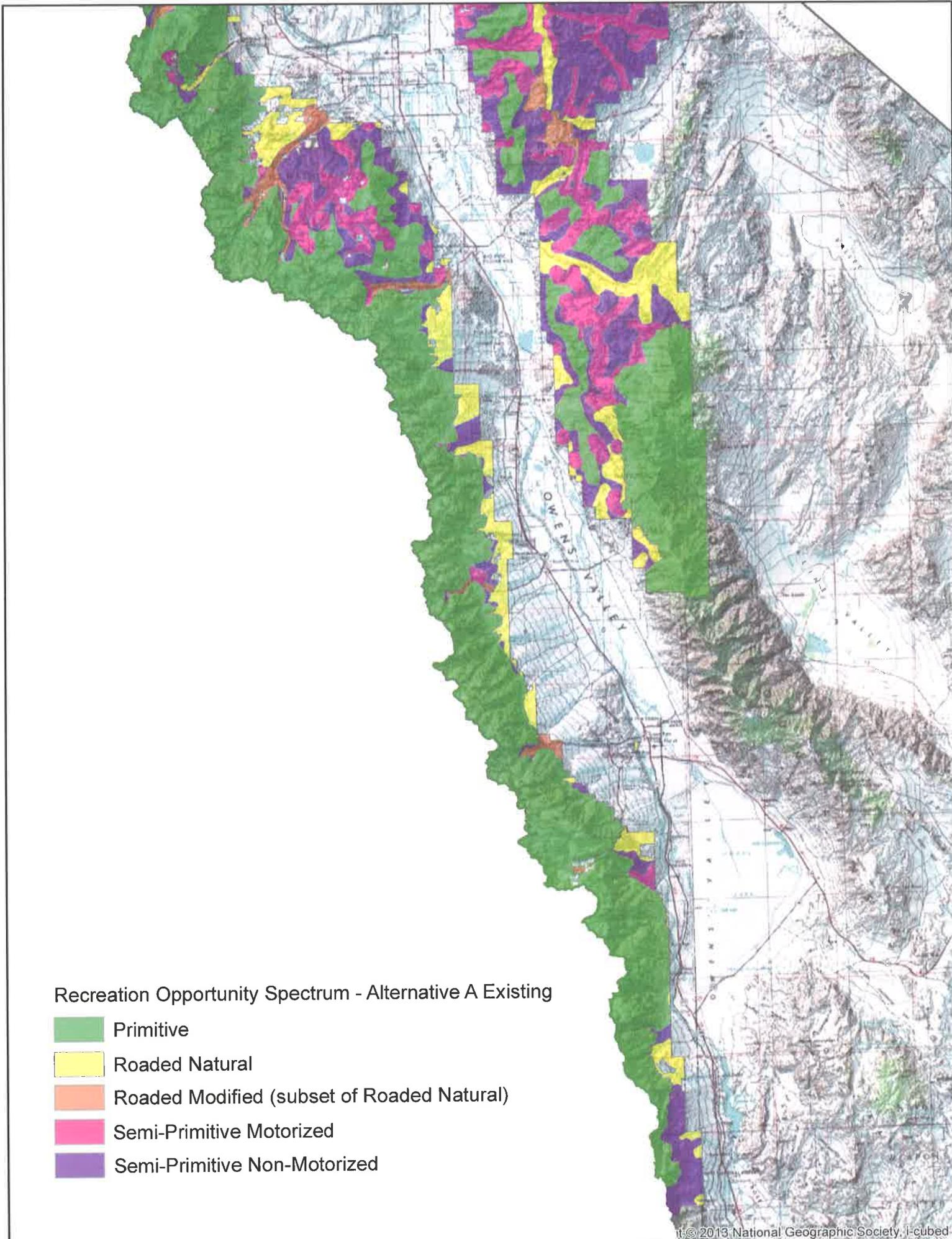
 Critical Aquatic Refuges - Alternative B and D Proposed

 Critical Aquatic Refuges -Existing



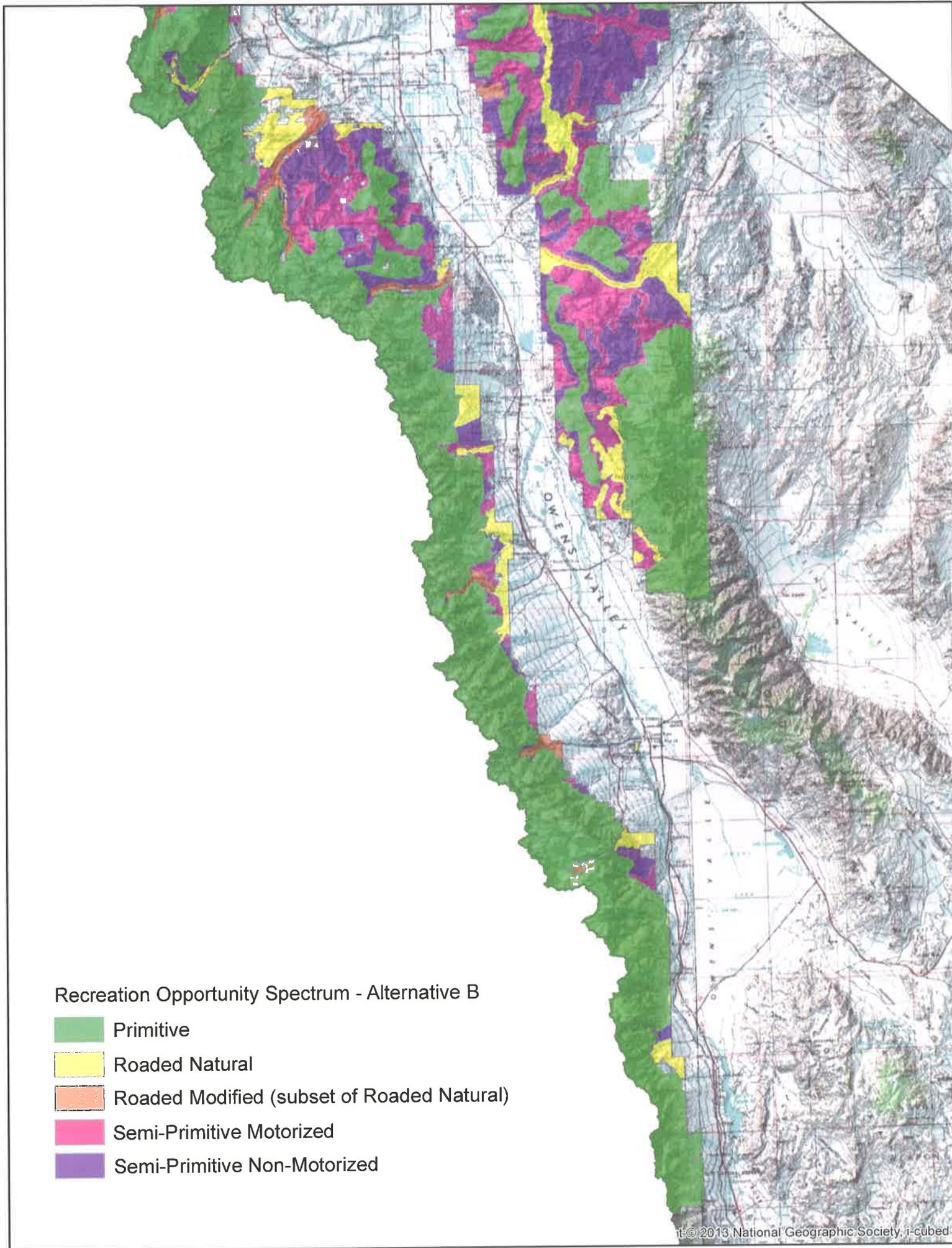
 Critical Aquatic Refuges - Alternative C Proposed

 Critical Aquatic Refuges - Existing



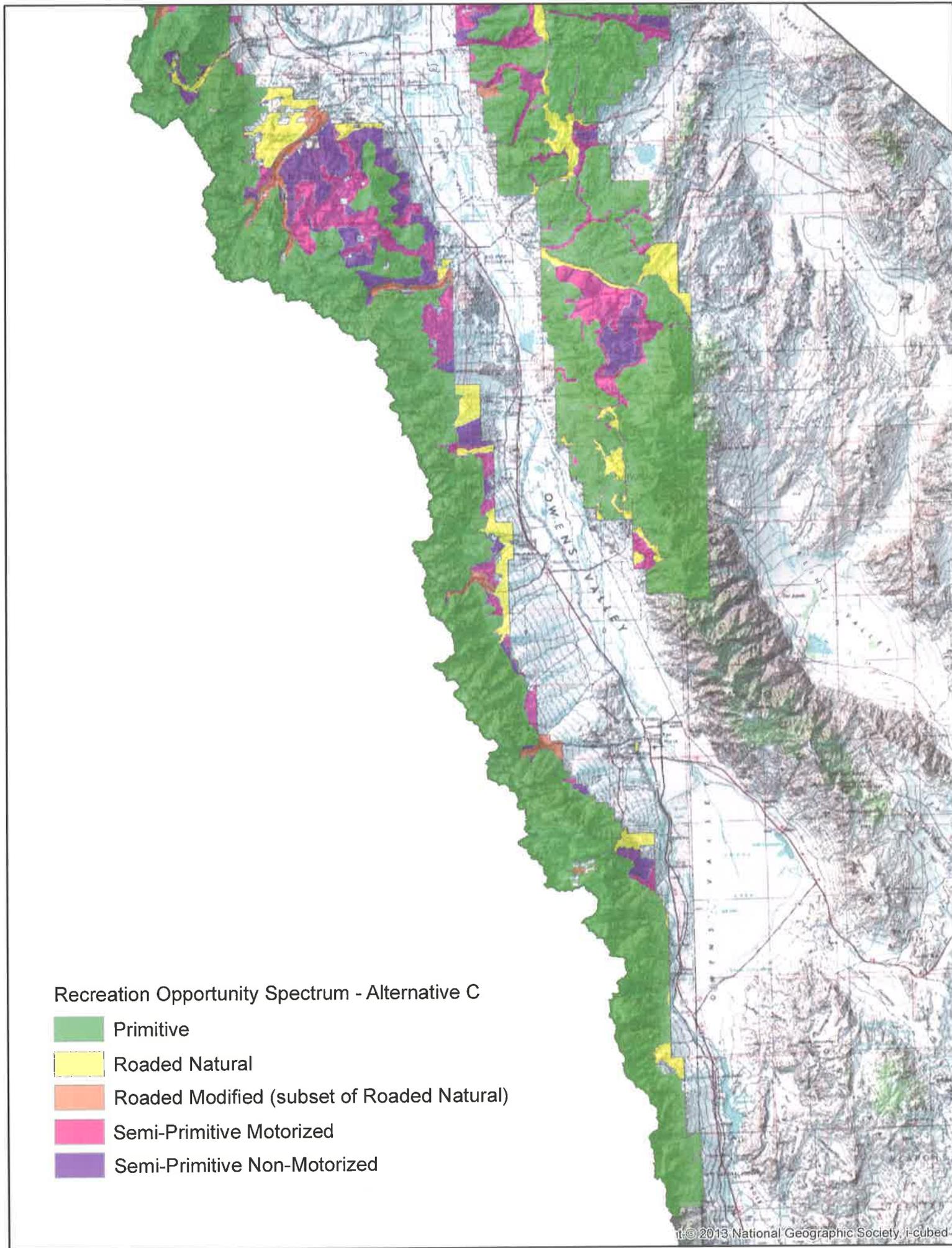
Recreation Opportunity Spectrum - Alternative A Existing

- Primitive
- Roaded Natural
- Roaded Modified (subset of Roaded Natural)
- Semi-Primitive Motorized
- Semi-Primitive Non-Motorized



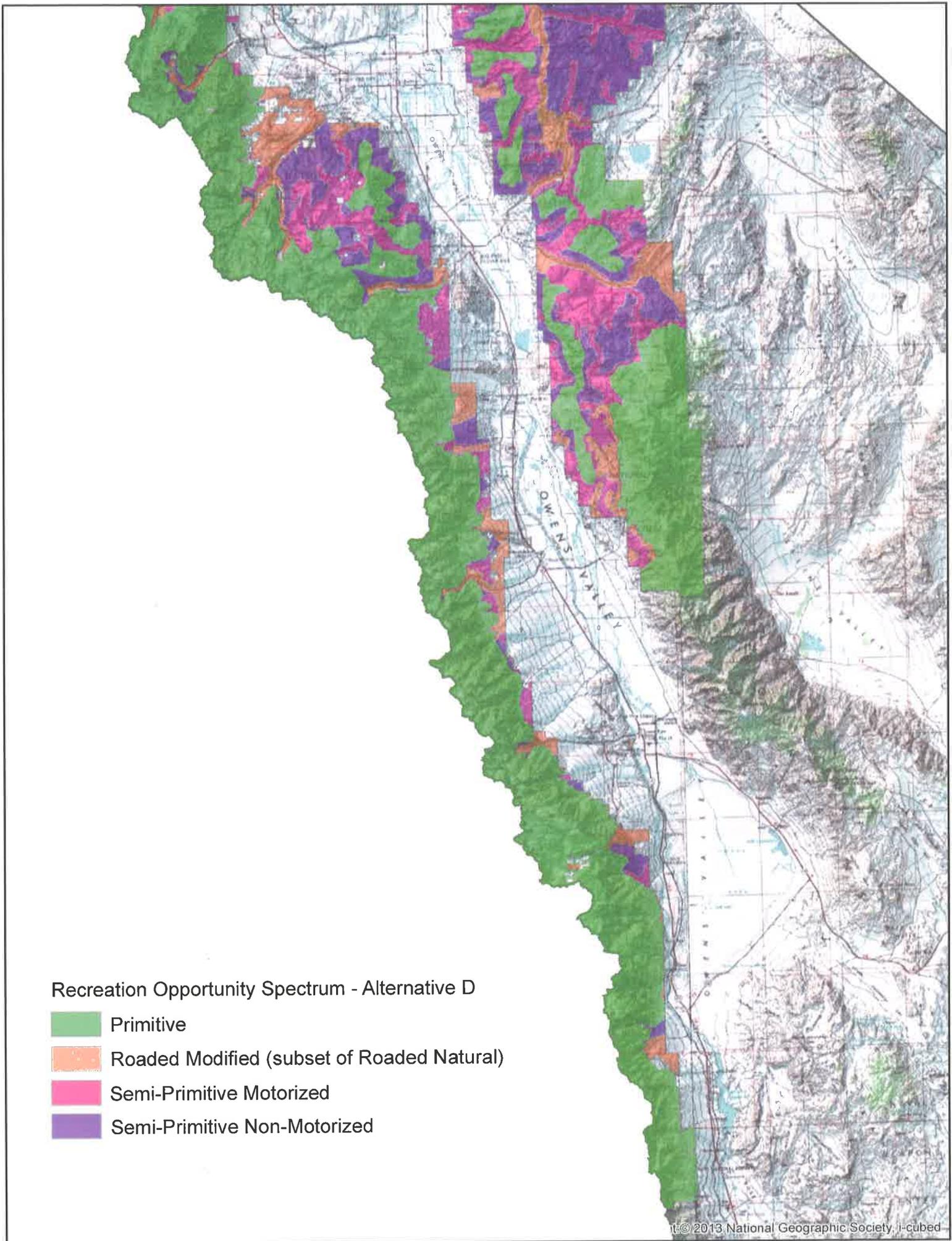
Recreation Opportunity Spectrum - Alternative B

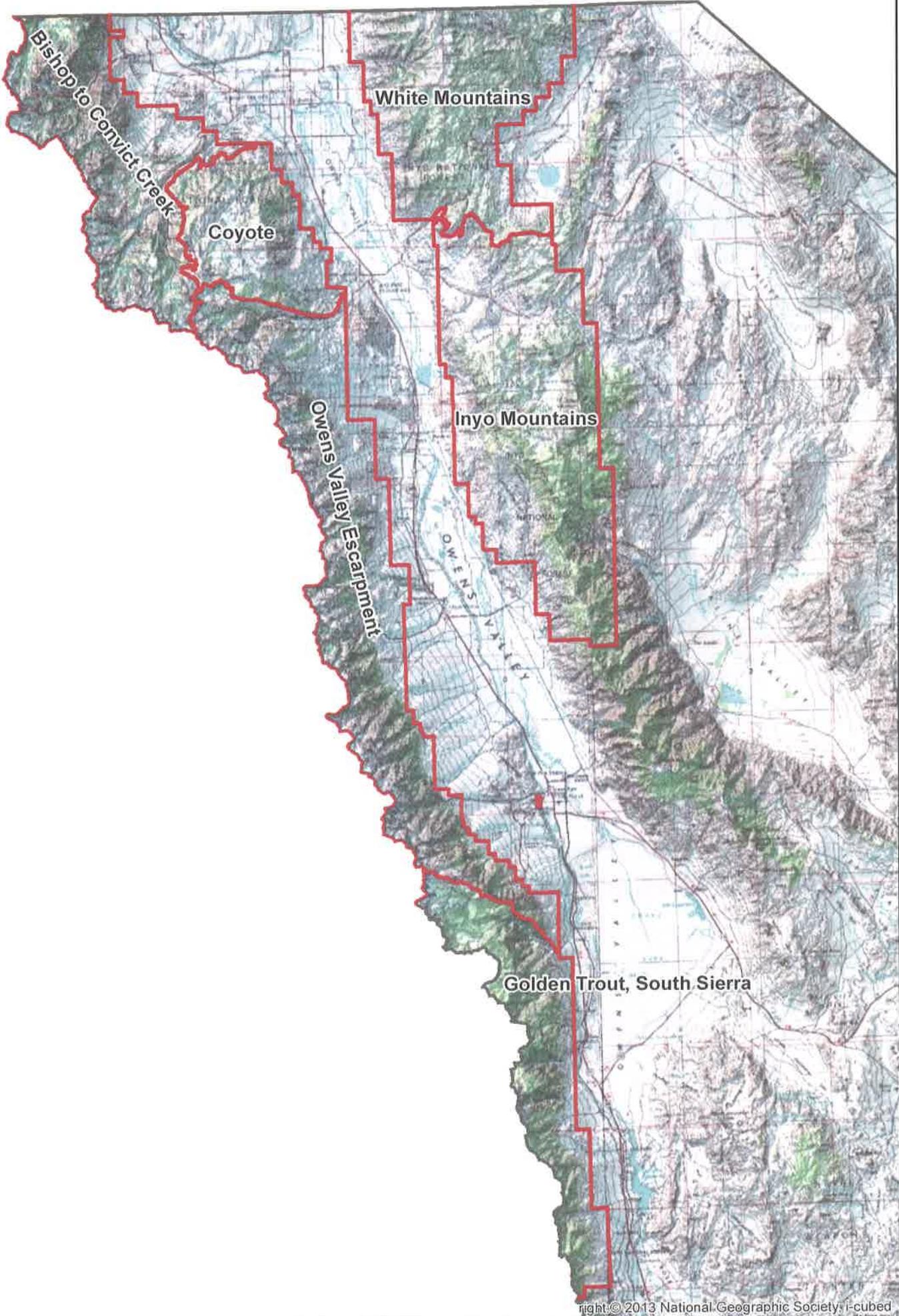
- Primitive
- Roded Natural
- Roded Modified (subset of Roded Natural)
- Semi-Primitive Motorized
- Semi-Primitive Non-Motorized



Recreation Opportunity Spectrum - Alternative C

- Primitive
- Roded Natural
- Roded Modified (subset of Roded Natural)
- Semi-Primitive Motorized
- Semi-Primitive Non-Motorized





Bishop to Convict Creek

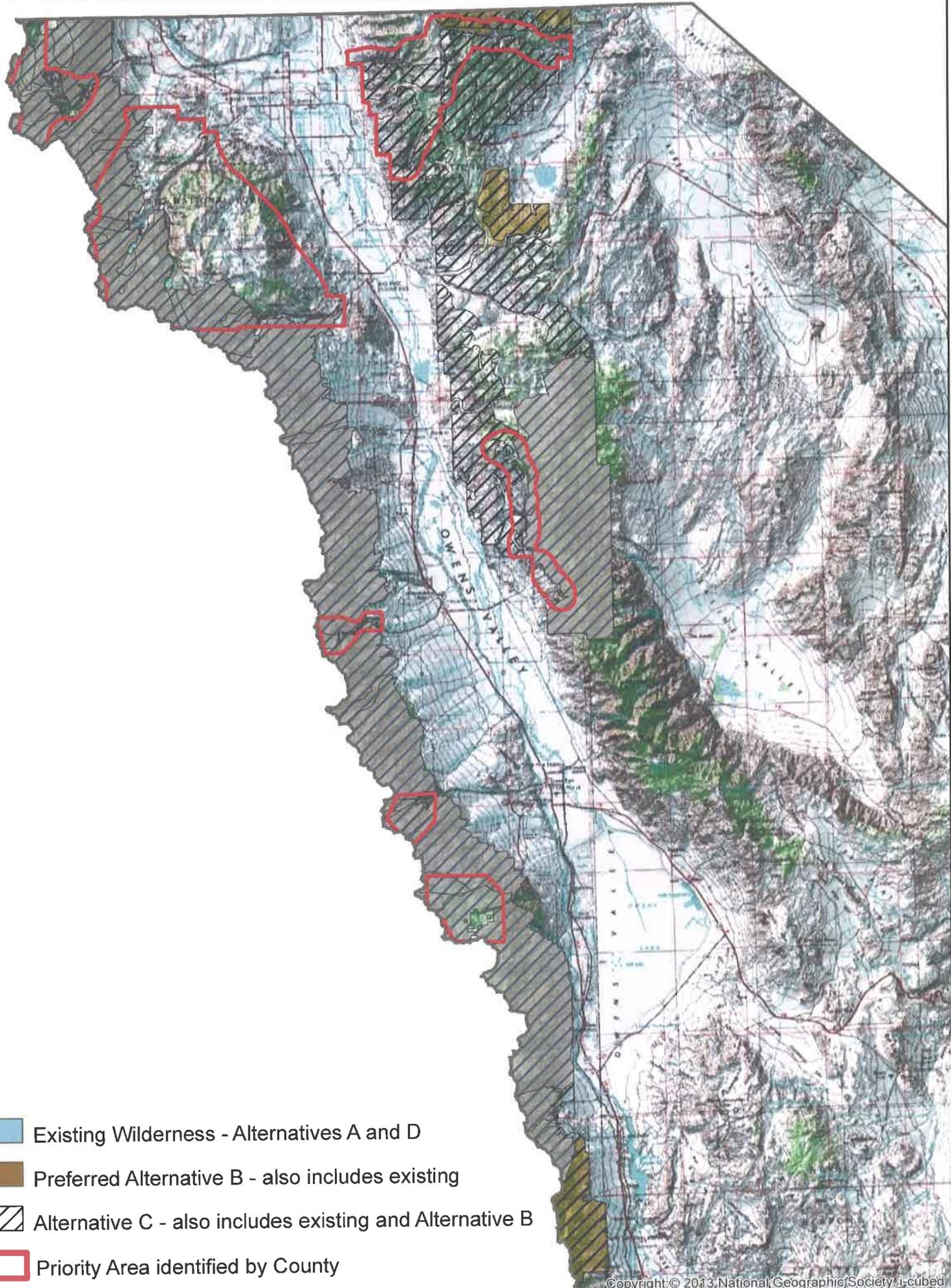
White Mountains

Coyote

Owens Valley Escarpment

Inyo Mountains

Golden Trout, South Sierra



-  Existing Wilderness - Alternatives A and D
-  Preferred Alternative B - also includes existing
-  Alternative C - also includes existing and Alternative B
-  Priority Area identified by County