

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.

October 3, 2017

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (two cases).
3. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Titles: Environmental Health Director; Health and Human Services Director.
4. **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); IHSS Workers; 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, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION

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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **INTRODUCTIONS** – The following employees will be introduced to the Board: Alicia Salamanca, Prevention Specialist, and Chelsea D. Stockton, Office Clerk III, Health and Human Services.

CONSENT AGENDA (Approval recommended by the County Administrator)

CORONER

9. Request Board approve the contract between the County of Inyo and Duane Eugene Whitbey for Personal Services for a total contract amount not to exceed \$45,000 for the term of November 1, 2017 through December 31, 2019, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

10. Request Board approve Amendment No. 1 to the contract between the County of Inyo and Jeffrey E. Mullenhour for Personal Services as a County Officer, amending the contract by: A) changing the end date of the contract to December 31, 2017; B) decreasing the contract amount by \$38,000 for a total contract amount not to exceed \$20,000; and C) changing the Schedule of Fees, effective November 1, 2017 through December 31, 2017, from \$1,350/month to \$675/month.

COUNTY ADMINISTRATOR

11. ***Recycling & Waste Management*** – Request Board: A) approve the purchase of a Caterpillar 938M Front End Wheel Loader; B) award the contract in an amount not to exceed \$262,378.25 to Quinn Company of Lancaster, CA; and C) authorize the County Administrator or designee to sign all documents relevant to the purchase of the loader.

PUBLIC WORKS

12. ***Road Department*** – Request Board: A) declare Hi Desert Truck Driving School of Lancaster, CA a sole-source provider of training services for obtaining commercial vehicle licensing; and B) approve a purchase order to Hi Desert Truck Driving School of Lancaster, CA in an amount not to exceed \$35,000, including expenses already incurred this fiscal year, for current training services for obtaining commercial vehicle licensing.

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

13. ***PROBATION*** – Request Board: A) ratify and approve the Master Subscription Services Agreement between the County of Inyo and CaseloadPRO of Salida, CA for the provision of case management services for an online case management system for the Inyo County Probation Department for a beginning period of July 1, 2017 to renew each month at a monthly rate of \$1,200 for 32 users, contingent upon the Board's adoption of future budgets; and B) authorize Chief Probation Officer Jeff Thomson to sign.
14. ***HEALTH AND HUMAN SERVICES*** – Request Board approve a letter of support addressed to the California Department of Public Health Emergency Preparedness Office on behalf of Inyo County for Inyo and Mono County Health Care Coalitions to join as a single Health Care Coalition under the Hospital Preparedness Program, and authorize the Inyo County Health Officer to sign.
15. ***HEALTH AND HUMAN SERVICES*** – Request Board ratify and approve the Local Area Agreement for First 5 California Funds, for the period of July 1, 2017 to June 30, 2017, in order to receive \$1.5 million, with an annual project allocation of \$375,000, and authorize the First 5 Director to sign the agreement between First 5 California and First 5 Inyo County.
16. ***HEALTH AND HUMAN SERVICES*** – Request Board ratify and approve Amendment A02 to the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health for the California Women, Infants, and Children Contract, shifting funds for years 2 through 4 to reflect actual expenditures invoiced for a total amount not to exceed \$1,479,808 for the period of October 1, 2015 through September 30, 2019, contingent upon the Board's approval of future budgets; and authorize Interim HHS Director Marilyn Mann to sign Standard Agreement No 15-10070 Amendment A02.
17. ***HEALTH AND HUMAN SERVICES – Behavioral Health*** – Request Board ratify and approve payment of the Fiscal Year 2016-2017 invoice for the provision of psychiatric inpatient services in an amount not to exceed \$3,664 for the period of November 28, 2016 until December 2, 2016.
18. ***HEALTH AND HUMAN SERVICES*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Assistant to the HHS Director exists in non-General Fund and I.C. GOLD Fund budgets, as certified by the Interim HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualification for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Assistant to the HHS Director at Range 70 (\$4,479 - \$5,448).
19. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician III exists in a non-General Fund budget, as certified by the Interim 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 position, an external recruitment would be more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Office Technician III at Range 63 (\$3,791 - \$4,613); and D) if an internal candidate is hired into the Office Technician III position, authorize HHS to backfill the resulting vacancy.

20. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Integrated Case Worker III exists in a non-General Fund budget, as certified by the Health and Human Services Interim 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 an external recruitment would be more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Integrated Case Worker III at Range 67 (\$4,170 - \$5,062); and D) if an internal candidate is hired into the Integrated Case Worker III position, authorize HHS to backfill the resulting vacancy.
21. **CLERK-RECORDER-REGISTRAR OF VOTERS** – Request Board: A) authorize the Clerk-Recorder to declare Dominion Voting Systems as the successful bidder for the lease or purchase of a New Voting System; and B) authorize the Clerk-Recorder to enter into further negotiations with Dominion Voting Systems for the lease or purchase of a New Voting System.
22. **PUBLIC WORKS – Road Department** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Equipment Mechanic I/II position exists in the Road Budget, as certified by the Public Works 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 an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) full-time Equipment Mechanic I at Range 58, plus a 2.5% tool allowance, or one (1) full-time Equipment Mechanic II at Range 60, plus a 2.5% tool allowance, depending on qualifications.
23. **PUBLIC WORKS – Road Department** – Request Board: A) approve a resolution titled, “A Resolution of the Board of Supervisors, of the County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: the Road Repair and Accountability Act;” B) approve the recommended project lists attached to satisfy the documentation requirements to receive SB 1: Road Repair and Accountability Act 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); C) authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1: Road Repair and Accountability Act 2017 funding; and D) authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.
24. **WATER DEPARTMENT** – Request Board: A) discuss the upcoming inaugural meeting of the Owens Valley Groundwater Authority (OVGA) and provide direction to the Board’s OVGA representative and staff; and B) approve a resolution titled, “A Resolution of the Inyo County Board of Supervisors Authorizing an Application to Be Made to Receive Grant Funding for the Owens Valley Groundwater Basin.”
25. **COUNTY ADMINISTRATOR** – Request Board: A) approve Amendment No. 2 to the Memorandum of Understanding between the County of Inyo and the Superior Court of California, Inyo County, as it pertains to Juvenile Dependency Counsel Costs and Responsibilities, and authorize the County Administrative Officer to sign contingent on signatures by the Court; and B) authorize the County Administrator, on behalf of the County, to exercise the Termination of Juvenile Dependency Costs Arrangement clause contained in the proposed amendment if, in the future, he determines it is in the County’s interests to do so.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Here It Comes Emergency” that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Rocky Road Emergency” that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

28. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
29. **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.
30. **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 of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
31. **CLERK OF THE BOARD** – Request Board approve the minutes from the regular Board of Supervisors meeting of September 5, 2017, including the Fiscal Year 2017-2018 Budget Hearings.

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

- 11 a.m. 32. **CLERK-RECORDER-REGISTRAR OF VOTERS** – Request Board: A) conduct a public hearing to consider an ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Sections 3.24.020, 3.24.040, 3.24.050, 3.24.060, 3.24.080, 3.24.100, 3.24.100, 3.24.150, and Adding Section 3.24.180 to the Inyo County Code Pertaining to Real Property Tax Transfer;" and B) waive the first reading of the ordinance and schedule the adoption for 11 a.m. Tuesday, October 10, 2017 in the Board of Supervisors Room, County Administrative Center, Independence.
33. **PLANNING** – Request Board: A) conduct a public hearing on the following actions for an 8.92-acre site located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop (APN 014-270-18):
- General Plan Amendment No. 2017-02/Silcott changing the General Plan designations from Open Space and Recreation (OSR) and Natural Hazards (NH) to Residential Estate (RE), Residential Rural Medium Density (RRM) and NH to best match the requested zoning and current uses on the property; and
 - a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2017-02/Silcott and Amending the Zoning Map of the County of Inyo by Rezoning a 8.92-Acre Parcel Located Between South Lake Road and Mt. Tom View Drive, West of the Community of Bishop (APN 014-270-18) from Open Space with a 40-Acre Minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) To Rural Residential with a 5-Acre Minimum (RR-5.0) And RR-5.0 SAHO; and Rural Residential with a 2.5-Acre Minimum (RR-2.5) and RR-2.5 SAHO;"
- and B) approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving Zone Reclassification No 2017-02/Silcott and General Plan Amendment No. 2017-02/Silcott;" and C) waive the first reading of the ordinance and schedule the adoption for 11 a.m. Tuesday, October 10, 2017 in the Board of Supervisors Room, County Administrative Center, Independence.
34. **PROBATION** – Request Board: A) conduct a public hearing to consider an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Revising Inyo County Probation Department Fee Schedule;" and B) waive the first reading of the ordinance and schedule the adoption for 11 a.m. Tuesday, October 10, 2017 in the Board of Supervisors Room, County Administrative Center, Independence.

35. **SHERIFF** – Request Board: A) conduct a public hearing to consider an ordinance titled, “An Ordinance of the Inyo County Board of Supervisors Amending Section 8.28.040 to the Inyo County Code Pertaining to Animal Control Shelter Fees;” and B) waive the first reading of the ordinance and schedule the adoption for 11 a.m. Tuesday, October 10, 2017 in the Board of Supervisors Room, County Administrative Center, Independence.
36. **COUNTY COUNSEL** – Request Board: A) receive information from staff pertaining to the fee charged for County Counsel services, when billable; B) consider and discuss: 1. whether the amount of the fee, which has not been adjusted in over 20 years, should be increased to more fully recover the County’s current costs of providing such services, and 2. whether the County’s current policy of providing 10 hours per year of free County Counsel legal services to schools and special districts should be continued, modified, or eliminated; and C) potentially introduce and waive further reading of a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 3.80.030 of the Inyo County Code, Pertaining to the Fee for the County Counsel Legal Services.”
37. **COUNTY COUNSEL/CLERK OF THE BOARD** – Request Board waive the first reading of a proposed ordinance titled, “An Ordinance of Inyo County, State of California, Repealing Inyo County Ordinance No. 37 (1951),” and schedule adoption for 11 a.m. Tuesday, October 10, 2017 in the Board of Supervisors Room, County Administrative Center, Independence.

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

38. **PUBLIC COMMENT**

CORRESPONDENCE – ACTION

39. **Southern Inyo Fire Protection District** – Request Board approve the re-scheduling of Southern Inyo Fire Protection District Governing Board Elections from odd-numbered years to even-numbered years in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and approve the consolidation of the District’s Governing Body Elections with the Statewide General Election pursuant to Elections Code 10404.

CORRESPONDENCE – INFORMATIONAL

40. **California Fish and Game Commission** – Notice of proposed regulatory action relating to use of dogs for pursuit/take of mammals or for dog training.
41. **Inyo County Sheriff’s Department** – July and August 2017 Sheriff’s Department and Jail overtime reports.

BOARD MEMBERS AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
9

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

FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Approval of Contract between the County of Inyo and Duane Eugene Whitbey for the provision of Personal Services as a County Officer

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and Duane Eugene Whitbey, for Personal Services for the term of November 1, 2017 through December 31, 2019, for a total contract amount not to exceed \$45,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This position will be replacing the Lone Pine Coroner position, as this position will be vacated as of December 31, 2017. The current Lone Pine Coroner is leaving, and this contract allows for Mr. Whitbey and the current Lone Pine Deputy Coroner to have a two-month training period, with each only receiving 50% of the pay for those two months, resulting in no increase to the Net County Cost in the Coroner budget. The Lone Pine position is key in providing services to the South County areas, such as, Lone Pine, Tecopa, Shoshone and the Death Valley areas. This position does not participate in PERS.

The start date for this contract is listed as November 1, 2017, and will be working part-time with the current Lone Pine Deputy Coroner until December 31, 2017. Effective January 1, 2018 Mr. Whitbey move into the position full-time providing all of the services in the Southern portion of the County. Your Board will also be reviewing an amendment to the current Lone Pine Deputy Coroner, changing the amount paid for November and December, 2017 and ending his contract as of December 31, 2017. Once again, the result is no Net County Cost increase in the Coroner budget, but does provide the ability for cross training.

ALTERNATIVES:

Your Board could disapprove the contract, but this action is not recommended because these services are critical to the Coroner function.



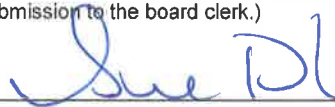
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding is included in the Coroner 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>9/11/17</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>9/20/2017</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 <u>9/12/17</u>

DEPARTMENT HEAD SIGNATURE:

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



Date: 09/06/2017

AGREEMENT BETWEEN COUNTY OF INYO
AND Duane Eugene Whitbey
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, Duane Eugene Whitbey (hereinafter referred to as "Officer") has been duly appointed as Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from November 1, 2017 to December 31, 2019, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$45,000 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, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. **WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. **PRE-EMPLOYMENT PHYSICAL.**

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. 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.

17. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. 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.

21. NOTICE.

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

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

Officer:
Duane Eugene Whitbey _____ Name
220 E Post St / PO Box 755 _____ Street
Lone Pine, CA 93545 _____ City and State

22. 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 Duane Eugene Whitbey
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

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

COUNTY OF INYO

OFFICER

By: _____

By:  _____

Dated: _____

Dated: 31 Aug 2017 _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Duane Eugene Whitbey
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 11/01/2017 **TO:** 12/31/2019

SCOPE OF WORK:

- Death investigations as required by statutes
- Available to respond to coroner's obligations 24 hours per day
- On scene investigations and photography
- Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens
- Travel and attend out of county autopsies when forensic autopsies are required
- Complete the medical portion of death certificates and sign
- Provide written coroner reports as required
- Be prepared to assist the Coroner in all investigations enumerated by law
- Attend continuing education classes as necessary for completion of duties
- Be responsible for all functions of the coroner's office in the absence of the Coroner
- Officer shall work less than 1,000 hours per fiscal year and less than an average of 20 hours per week

The contractor will be reimbursed \$0.80 per mile for transportation of deceased Inyo County residents and transients (when no funds are available from other sources) to the southern branch of the Inyo County Coroner's Office in Lone Pine, CA (Mt. Whitney Funeral Home), for removals from Tecopa, Shoshone, and the Death Valley areas of Inyo County.

Duane Eugene Whitbey, Director, Mt. Whitney Funeral Home, Lone Pine, CA will provide a vehicle for this purpose. He/we will respond 24 hours per day for removals, with all expenses for the vehicle, including maintenance, repairs and insurance to be provided by the Mt. Whitney Funeral Home.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Duane Eugene Whitbey
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 11/01/2017 **TO:** 12/31/2019

SCHEDULE OF FEES:

November 1, 2017 - December 31, 2017 - \$675 / Month

January 1, 2018 - December 31, 2019 - \$1,350.00 / Month

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Duane Eugene Whitbey
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 11/01/2017 **TO:** 12/31/2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per Diem reimbursement to be paid as per County's travel policy.



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: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Approval of Amendment #1 between the County of Inyo and Jeffrey E. Mullenhour for Personal Services as a County Officer

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #1 to the contract between the County of Inyo and Jeffrey E. Mullenhour, for Personal Services as a County Officer, amending the contract by:

- A. Changing the end date of the contract to December 31, 2017; and
- B. Decreasing the contract amount by \$38,000 for a total contract amount not to exceed \$20,000; and
- C. Changing the Schedule of Fees, effective November 1, 2017 through December 31, 2017 from \$1,350/month to \$675/month.

SUMMARY DISCUSSION:

This amendment is being brought before your Board to change the monthly amount paid to the Lone Pine Deputy Coroner for the months of November and December, 2017 from \$1,350 per month down to \$675 per month and terminates the contract as of December 31, 2017.

Mr. Mullenhour is the current Deputy Coroner in the Southern portion of Inyo County and provides services to Lone Pine, Tecopa, Shoshone, and the Death Valley area, to name a few. This amendment will allow Mr. Mullenhour to work "part-time" during November and December alongside the new Lone Pine Deputy Coroner, who will also be working at the discounted rate of \$675 per month and will provide essential training so that the new Deputy Coroner will be successful in his new role. By decreasing the amounts for November and December for Mr. Mullenhour and starting the new Deputy Coroner on November 1st, 2017 at the reduced amount, there will be no Net County Cost increase to the Coroner Budget. Your Board will also be reviewing the new contract for the Lone Pine Deputy Coroner position during today's meeting.

ALTERNATIVES:

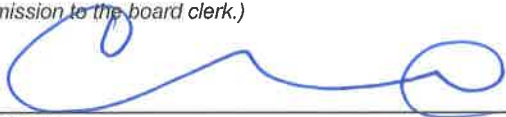
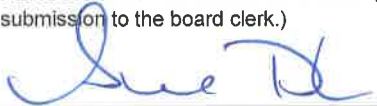
Your Board could disapprove the contract amendments, but this action is not recommended because these services are critical to the Coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

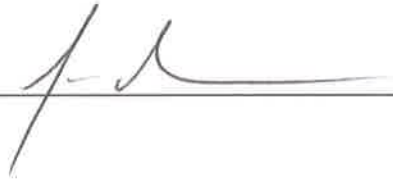
Funding is provided in the Coroner Budget.

<u>APPROVALS</u>	
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>ya</u> Date <u>9/20/17</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>[Signature]</u> Date <u>9/20/17</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>9/12/17</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date: 09/06/2017

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jeffrey E. Mullenhour (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated December 20, 2016, on County of Inyo Standard Contract No. 201 for the term from January 1, 2017 to December 31, 2019.

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

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

County and Officer hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from January 1, 2017 to December 31, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$20,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

In Attachment B, Agreement between County of Inyo and Jeffrey E. Mullenhour, under the Schedule of Fees, the Schedule of Fees is amended to read as follows:

January 1, 2017 – October 31, 2017 - \$1,350 / Month
November 1, 2017 – December 31, 2017 - \$675 / Month

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By:  _____
Signature

Jeffrey Mullenhour
Type or Print

Dated: 09/06/07

APPROVED AS TO FORM AND LEGALITY



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: *October 3* , 2017

SUBJECT: Approve the purchase of a Front End Wheel Loader for use by the Recycling and Waste Management Program; award the bid for the purchase of the Front End Wheel Loader to Quinn Company.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the purchase of a Caterpillar 938M Front End Wheel Loader; award the contract in the amount not to exceed \$262,378.25 to Quinn Company of Lancaster, California; and authorize the County Administrator or designee to sign all documents relevant to the purchase of the loader.

SUMMARY DISCUSSION:

Inyo County Recycling and Waste Management Department is in need of a new Tier 4 compliant Caterpillar 938M. On July 19, 2017 the Department solicited bids for a new Tier 4 compliant Caterpillar 938M front end wheel loader that meets the California Air Resources Board (CARB) off-road diesel emissions regulations. The CARB rules require that the County replace old, non-compliant pieces of equipment to ensure that the entire fleet of off-road vehicles meets CARB regulations. This loader, if purchase is approved, will be utilized at the Lone Pine Landfill which is currently using a 1999 Cat 938G loader with more than 20,000 hours on it. The 1999 loader will be moved to the Independence Landfill to replace a 1971 Cat 920 loader.

Three (3) companies were solicited for bids and Quinn Company was the only responsive bidder to the Request (see below).

Company Name, Location	Bid Price Including Tax & Freight
Quinn Company, Lancaster, CA	\$262,378.25
Peterson CAT, San Martin, CA	<i>No Response</i>
Cashman Equipment, Sparks, NV	<i>No Response</i>

ALTERNATIVES:



Your Board could choose not to award the bid for the purchase for the loader; however, this is not recommended due to the requirement of Inyo County to comply with CARB rules on diesel equipment.

OTHER AGENCY INVOLVEMENT:

County Counsel's Office and the Auditor's Office

FINANCING:

The purchase cost of a new loader is included in the Fiscal Year 2017/2018 budget for Recycling and Waste Management, 045700, Object Code 5650, Equipment.

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>9/8/17</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>9/11/2017</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:  Date: 9/14/17
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: Road Department

FOR THE BOARD MEETING OF: October 3 2017

SUBJECT: Purchase Order for Hi Desert Truck Driving School

DEPARTMENTAL RECOMMENDATIONS:

Approve the Purchase Order for an amount not to exceed \$35,000, including expenses already incurred this fiscal year, to Hi Desert Truck Driving School, 42739 5th Street East, Lancaster, California, 93535, for current training services to obtain commercial vehicle licensing.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department, in years past, recruited operators that do not possess the current commercial license required for the Road Department. With those recruitments, allowances were made to provide training on the necessary vehicles so the employee could obtain the proper licensing through the local Department of Motor Vehicles. Because the local Department of Motor Vehicles no longer offers the commercial class A endorsements, our Road Department has attempted to train our existing employee operators, and then shuttle the trained employees to Lancaster, the closest Department of Motor Vehicles testing facility, for testing. This was proving to be cost prohibitive and logistically cumbersome with the distance traveled and the ever-changing ideals and requirements of the Department of Motor Vehicles in a larger city environment.

After several failed attempts at field training locally and testing out of the area, the Road Department began looking for alternatives. The training program now consists of the operator obtaining the permit, getting familiar with the Class A vehicles during local operations, then proceeding on to a finishing school to prepare them for testing procedures. This preparation includes some city driving time to get comfortable on roads with a much different traffic dynamic, and become familiar with the most current Department of Motor Vehicles requirements. The Road Department researched and found that Hi Desert Truck Driving School meets the necessary requirements for training our employees, and is familiar with Government operations. Hi Desert Truck Driving School is the only school in the Lancaster area that offers a flexible schedule, allowing our employees to begin training at any time, and is willing to assess an employee's skill level and train from that level forward. The school will also put our employees in a priority position for the completion of the training, set up the testing, and accompany our operator to the test facility, utilizing the school's vehicle. Other schools, if the employee is not successful after three attempts at testing, have a 'start over' requirement. Hi Desert School is structured in a way that they will continue to work with the employee until they pass the exam. With these conditions, Hi Desert Truck Driving School meets the requirements of being a sole source provider for our training needs.

ALTERNATIVES:

Your Board could chose not to approve the purchase order for Hi Desert Truck Driving School. This is not recommended as the County is required to have licensed operators, and Hi Desert provides a timely and

valuable service to the County in training safe and courteous operators capable of immediately performing for Inyo County.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office

FINANCING:

The funding for this is included in the FY 17/18 Road Budget #034600, object code #5265

APPROVALS	
COUNTY COUNSEL: <i>K. Walker</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>9/22/17</u>
AUDITOR/CONTROLLER <i>Andy Shepherd</i>	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>9/26/17</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

D. Williams

Date: 9/26/17



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: Probation Department

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Case Management System for Adult and Juvenile Divisions

DEPARTMENTAL RECOMMENDATION:

Request Board to 1) ratify and approve the Master Subscription Services Agreement between the County of Inyo and CaseloadPRO of Salida, California, to provide case management services for an on-line case management system to the Inyo County Probation Department for a beginning period of July 1, 2017 to renew each month at a monthly rate of \$1,200.00 for 32 users; and, 2) authorize Chief Probation Officer Jeffrey L. Thomson to sign, contingent upon the Board's adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In January 2016, your Board approved the County contract between the County of Inyo and CaseloadPRO of Salida, California, to provide professional services to the Inyo County Probation Department for an on-line case management system and the transfer of information from our old case management system, JALAN, to CaseloadPRO for the period January 1, 2016 – June 30, 2017. This contract has expired.



The proposed contract has a few differences, specifically, 1) CaseloadPRO's Master Subscription Services Agreement is being used rather than a standard Inyo County contract; 2) the Agreement will automatically renew each month, unless either party provides the other with notice of non-renewal at least thirty (30) days prior to the renewal date; and, 3) CaseloadPRO may increase its monthly subscription fee with sixty (60) days notification, its fee may not increase by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI).

Since January 2016, CaseloadPRO successfully pulled and transferred records from the County's universal case management system, JALAN, over into CaseloadPRO's on-line system. The Probation Department continues to explore and learn about their on-line system and overall, the Department is pleased with the system.

ALTERNATIVES: The Board could choose not to ratify and approve the contract with CaseloadPRO; however, this is not recommended as CaseloadPRO meets the needs of the Department and related Departments and Agencies, and overall is the most cost effective.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Funding is provided through SB678 monies for the on-line monthly subscription fee, budgeted in the General Budget (023000), Expenditure Object Code 5311.

<u>APPROVALS</u>	
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>8/16/17</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>8/17/17</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 9/7/17
(Not to be signed until all approvals are received)

Attachment: Master Subscription Services Agreement



ORIGINAL

Inyo County, CA

Master Subscription Services Agreement

This CaseloadPRO Master Subscription Services Agreement is between CaseloadPRO, L.P., a California limited partnership, and the department signing below (Customer), and is dated as of the date of last signature.

- 1) **CASE MANAGEMENT SERVICE.** This agreement provides Customer access to a proprietary online subscription service consisting of a web-based hosted portal for case management, tracking and organizing offender-related data, which includes functionality for:
- Offender *demographic data* entering and maintaining,
 - Offender *case details* entering and maintaining,
 - Offender *image* uploading and tracking, and
 - Officer and offender *caseload assignment tracking*.

CaseloadPRO will provide this functionality through the caseloadpro.com domain, within its server environment and under the terms below (Service). This agreement requires one or more orders which will define the Services further and the pricing for the Services, which orders are governed by the terms of this agreement. CaseloadPRO may also provide data conversion and training services for Customer, which may be further described in an order and a statement of work.

2) **USE OF SERVICES.**

- a). **CaseloadPRO Responsibilities.** CaseloadPRO must (i) use commercially reasonable efforts to make the Services available, *except for* (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge: the customer support terms are on Exhibit A to this agreement, which are incorporated into this agreement for all purposes. CaseloadPRO must make reasonable commercial efforts to protect the Customer Provided Information from misuse and unauthorized disclosure, when that information is being processed or used by the Services.
- b). **Customer Responsibilities.** Customer (i) is responsible for Customer Provided Information, (ii) must use commercially reasonable efforts to prevent unauthorized access to the Services, and notify CaseloadPRO promptly of any such unauthorized access, and (iii) may use the Services only in accordance with its user guide and applicable government law and rules.

Customer *may not* (w) sell, resell, rent or lease the Services, (x) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (y) interfere with or disrupt the integrity or performance of the Services, or (z) attempt to gain unauthorized access to the Services or their related systems or networks.

- 3) **PAYMENT TERMS.** Customer must pay all fees that are due within 30 days of receipt of a correct invoice, plus applicable sales, use and similar taxes.

4) **WARRANTY/SERVICE LEVEL AGREEMENT and REMEDY.**

- a). **Limited Warranty.** CaseloadPRO warrants to Customer (i) that commercially reasonable efforts will be made to maintain the online availability of the Services for a minimum of 99% availability in any given month (excluding scheduled outages), (ii) the Services will perform materially in accordance with its user guide, (iii) the functionality of the Services will not materially decrease, (iv) and the customer support will not materially degrade.
- b). **Limited Remedy and Disclaimer.** Customer's exclusive remedy and CaseloadPRO's sole obligation for breach of the warranty in (a)(i) immediately above will be for CaseloadPRO to provide a credit (if this agreement is not renewed, then a refund), for the month in question; provided that Customer notifies CaseloadPRO of such breach within 30 days of the end of the month in question. CASELOADPRO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5) **MUTUAL CONFIDENTIALITY.**

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). CaseloadPRO's Confidential Information includes the Services.
- b). **Protection of Confidential Information.** The Recipient must use the same degree of care to protect the Confidential Information that it uses to protect its confidential information (in no event less than reasonable care) and not disclose or use any Confidential Information of Discloser for any purpose (other than within the scope of this agreement). The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and agents who

need such access for purposes consistent with this agreement and who have signed similar confidentiality agreements with the Recipient.

the right to make additional copies of the material (Licensed Documentation).

- c). **Exclusions.** Confidential Information *excludes* Information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser (iii) is received from a third party without breach of any obligation owed to Discloser or (iv) was independently developed by the Recipient without use or access to the Confidential Information.

6) **PROPRIETARY RIGHTS.**

- a). **Reservation of Rights by CaseloadPRO.** The software and other technologies provided by CaseloadPRO in providing the Services are the proprietary property of CaseloadPRO and its licensors, and all right, title and interest in the software, Services and other technology, including all associated intellectual property rights, remain only with CaseloadPRO. CaseloadPRO grants no rights unless expressly provided in this agreement. Any software provided by CaseloadPRO as part of the services is licensed as follows: CaseloadPRO grants Customer a non-exclusive, non-transferable internal use license to such software for the duration of the Services (Software Component).
- b). **Customer Restrictions.** Customer *may not*:
- i. reverse engineer the Services or the Software Component;
 - ii. remove or modify any proprietary marking or restrictive legends in the Service; or
 - iii. access the Services or Software Component to (w) build a competitive product or service, or (x) copy any feature, function or graphic of the Service.
- c). **Customer Provided Information.** All uploaded information under Customer's account remains the sole property of Customer, as between CaseloadPRO and Customer (Customer Provided Information). Customer grants CaseloadPRO a non-exclusive term license to use, modify, copy and prepare derivative works of the Customer Provided Information for purposes of CaseloadPRO performing under this agreement. Upon a Customer request, CaseloadPRO will promptly return to Customer the Customer Provided Information via FTP or DVD for no charge (requests more than once a month will incur a \$100 administrative fee).
- d). **Licensed Documentation Subscription Services Agreement.** The Services user guide and other CaseloadPRO provided Services documentation is licensed to Customer as follows: CaseloadPRO grants Customer a non-exclusive, license for the duration of the Services to such material for Customer's internal use solely with the Services, with

7) **EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

- a). **Exclusion of Certain Damages.** EXCEPT FOR A VIOLATION OF CASELOADPRO'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, OR ANY FAILURE OF DELIVERY OF THE SERVICES).
- b). **Limitation of Liability.** CASELOADPRO'S LIABILITY FOR ALL DAMAGES RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER AS WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8) **TERM, TERMINATION AND SUSPENSION OF SERVICE.**

- a). **Term.** This agreement renews automatically each year on July 1st, unless otherwise terminated herein.
- b). **Mutual Termination for Material Breach.** If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- i. **Actions upon Termination.**
- (w) Upon any termination as provided in 8(b) above by Customer, CaseloadPRO must refund any prepaid fees covering the remainder of the Term of that order.
 - (x) Upon any termination as provided in 8(b) above by CaseloadPRO, Customer must pay any unpaid fees covering the remainder of the Term of all orders, and destroy all CaseloadPRO property and the Software Component. Customer upon request will confirm that it has complied with these requirements.
- c). **Return of Customer Provided Information.** Upon request of Customer within 30 days after the effective date of termination of the Services, CaseloadPRO will make available for download or provide to Customer via FTP or DVD, the Customer Provided Information. After a 60-day period after termination, CaseloadPRO has no obligation to maintain any of the Customer Provided Information.
- d). **Suspension of Service for Violations of Law.** CaseloadPRO may immediately suspend the Services and remove applicable Customer Provided Information if it in good faith believes that, as part of



ORIGINAL

Inyo County, CA

Reoccurring Monthly Expenses
Case Management User Monthly Subscription (32 Users @ \$37.50 per User) \$1,200

For the purposes of this order, a user shall be defined as any individual person who has an active login to the Adult, Juvenile and Institutions areas of CaseloadPRO. Additional user blocks may be added, which will be pro-rated through the remainder of the subscription term then in effect. Customer may decrease its user blocks during any month upon 30 days' notice. A credit will be provided in the form of an extension to the subscription term then in effect.

Total Monthly Costs \$1,200

Effective Date: The effective date of this order shall be the date of last signature.

Duration: [1] month starting at system acceptance and "Go Live"

Renewals: This order automatically renews each month for an additional 1 month, unless either party provides the other with notice of non-renewal at least 30 days prior to the renewal date.

Price Increases: CaseloadPRO may not increase its prices under this order by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI). The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order). Sixty (60) days notification of increase is to be provided. ^{LS}

Payment: All services are to be paid in advance. Payment for the first month of "Monthly Expenses" is due at system "Go Live". Future "Monthly Expenses" invoices will be due prior to the beginning of the month in which the services are provided.

Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.

Inyo County, CA

CaseloadPRO, L.P.

By: _____

By: [Signature]

Name: Jeff Thomson

Name: Larry Stanton

Title: Chief Probation Officer

Title: Director of Sales

Date: _____

Date: 8-10-2017



Inyo County, CA

using the Services, Customer may have violated a governmental law or rule, or court order. CaseloadPRO may try to contact Customer in advance, but it is not required to do so.

- 9) **GOVERNING LAW.** This agreement is governed by the State of California, substantive laws, without regard to conflict of laws principles. The prevailing party in any litigation is entitled to recover its attorney's fees and costs from the other party.
- 10) **MISCELLANEOUS OTHER TERMS.** This agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it. Neither

party may assign or transfer this agreement or an order to a third party, except that the agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party. The parties are independent contractors with respect to each other. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. CaseloadPRO rejects additional or conflicting terms of a form purchasing document. If there is an inconsistency between this agreement and an order, the order prevails. Any terms that by their nature survive termination or expiration of this agreement, will survive. CaseloadPRO may use Customer's name and logo in customer lists and related promotional materials describing Customer as a customer of CaseloadPRO, which use must be in accordance with Customer's trademark guidelines and policies.

Inyo County, CA

CaseloadPRO, L.P.

By: _____

By:  _____

Name: Jeff Thomson

Name: Larry Stanton

Title: Chief Probation Officer

Title: Director of Sales

Date: _____

Date: 8-10-2017

Responsibilities of the CLIENT

The CLIENT is required to setup first level support contacts. The first level contacts will be the initial contact for any CaseloadPRO support questions from CLIENT staff. Only first level contacts or CLIENT designated staff are authorized to contact CaseloadPRO, and only after making reasonable attempts to resolve the issue(s).

Unlimited Phone and Email Support

Days & Hours: Monday - Friday, 9am - 5 pm (PST) (excluding national holidays)
Phone #: (800) 686-1134
Email: help@CaseloadPRO.com

Priority 1 Emergency Support 24x7

Phone #: (800) 686-1134 extension 911

Scheduled Outages

72 hours advance notice and only during weekends, holidays or between the hours of 9pm to 7am (PST).

Severity Chart

Priority	Definition	Response Guideline	Details
Priority 1	Service is unavailable or substantially fails to perform	1 hour	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 24 hours
Priority 2	Substantial degradation in performance of the Service	12 hours	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 5 days
Priority 3	Minimal to no impact on the availability or performance of the Services	3 days	Commercially reasonable efforts to include in next major release



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
14

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Approval of letter of support for regionalizing Inyo and Mono County Health Care Coalitions under each county's Hospital Preparedness Grant

DEPARTMENTAL RECOMMENDATION: Recommend your Board approve a letter of support addressed to the California Department of Public Health Emergency Preparedness Office on behalf of Inyo County for Inyo and Mono County Health Care Coalitions to join as a single Health Care Coalition under the Hospital Preparedness Program, and authorize the Inyo County Health Officer to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California Department of Public Health (CDPH) receives Hospital Preparedness Program (HPP) funding from the United States Department of Health and Human Services Department's Office of the Assistant Secretary for Preparedness and Response (ASPR). CDPH then allocates HPP funding to local health jurisdictions to support medical and health disaster preparedness, response, and recovery planning efforts via health care coalitions made up of medical and disaster preparedness partners.

In Inyo County, HPP funding supports the health care coalition's (HCC) efforts to develop, implement, and regularly exercise local medical health disaster preparedness, response, and recovery plans, and provides financial support to local pre-hospital and hospital entities to purchase supplies that improve healthcare system preparedness.

For the 2017-2022 funding cycle, ASPR issued new Hospital Preparedness Program funding guidance that changed the core membership requirements for health care coalitions (HCCs). California has traditionally funded each county to build its HCC to match the public health and emergency response structure in each county. However, the new core HCC membership definition establishes that each individual coalition must have the following core members to qualify for funds:

- Hospitals (a minimum of two acute care hospitals)
- Emergency Medical Services (EMS)
- Emergency management organizations
- Public health agencies

Under these new requirements, HCCs in 17 California counties that do not have two acute care hospitals in their jurisdictions, including Mono County, do not meet the minimum membership requirements to qualify as HCCs and are therefore not eligible to receive Hospital Preparedness Program (HPP) funding. While Inyo's Health Care Coalition still meets the minimum core membership requirements, regionalization will provide additional stability to the membership base in order to protect future funding should we lose a required partner.

In order to allow individual counties to continue to receive HPP funds, CDPH has required the 17 ineligible counties to partner with other counties to form regional HCCs. In our area, regionalizing the HCCs in Inyo and

Mono Counties is a logical option given the geography and existing mutual assistance agreements between Northern Inyo Hospital, Southern Inyo Hospital and Mammoth Hospital.

If approved by your Board, the letter of support will be submitted to CDPH as a first step toward regionalizing HCC operations in Inyo and Mono Counties. This will allow Mono to continue to receive HPP monies directly, and will also protect Inyo County's HPP funding should the federal definition of Acute Care Hospital be applied in future years. As the letter indicates, each county would continue to receive its full HPP allocation directly from CDPH. Each county will work within its county to ensure participation from core members and will maintain its own Medical Health Operational Coordinator (MHOAC) program. During the first budget period of the HPP grant- FY 2017/18- an MOU will be developed by public health staff in Inyo and Mono Counties to equitably distribute the workload under the HPP workplans in each county. Staff will also coordinate at least one regional HCC meeting per year and will work collaboratively to address HPP program requirements for the regional coalition. Inyo County will be responsible for HPP grant reporting for the region.

We are asking that your board allow the Inyo County Health Officer, who serves as the Medical Health Operational Area Co-coordinator for Inyo, to sign and submit the letter of support to CDPH.

ALTERNATIVES:





Your board could choose not to authorize the Inyo County Health Officer to sign the letter of support for Inyo and Mono Counties to form a regional health care coalition. In that case, Mono County would no longer qualify for HPP funding to support its health care coalition, which would reduce medical and health disaster preparedness regionally. Inyo County would continue to maintain a HCC in Inyo County, but could lose HPP funding in future budget periods if the HCC fails to maintain required core membership.


OTHER AGENCY INVOLVEMENT:

Volunteer fire departments; Inyo County Health Care Coalition members, including: Northern Inyo Hospital, Southern Inyo Hospital, Inyo County Sheriff's Department, Inland Counties Emergency Medical Agency, Toiyabe Indian Health Project, Pioneer Home Health, Sierra LifeFlight; Mono County Public Health, Mono County EMS, Mammoth Hospital, and other voluntary HCC members.

FINANCING:

There is no funding involved in approving this letter of support.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>YES</u> Date: <u>9/20/17</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER: 	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 9/22/17
 (Not to be signed until all approvals are received)

County of Inyo



HEALTH & HUMAN SERVICES DEPARTMENT

*Behavioral Health, Public Health, Social Services, First 5, Prevention,
Aging Services*

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

Or

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

*MARILYN MANN, INTERIM DIRECTOR
mmann@inyocounty.us*

October 3, 2017

Barbara Taylor, Deputy Director
Emergency Preparedness Office
California Department of Public Health
Via email: lhbtprog@cdph.ca.gov

Re: Regarding Federal Cooperative Agreement #93.889
Changes in Hospital Preparedness Program Healthcare Coalitions

This letter is to notify the California Department of Public Health of changes in the Hospital Preparedness Program related to new minimum requirements for qualifying as a healthcare coalition for the following counties: Inyo and Mono.

Inyo and Mono County have partnered as equals to create a single healthcare coalition, each continuing to support the public health and medical response structure including the Medical Health Operational Area Coordinator Program.

Based on the new federal requirements, each county will lead efforts within its county to ensure participation in the healthcare coalition and the public health and medical response structure.

For Budget Period 1, each county will receive its full allocation. The MOU to be created will not involve any transfer of funds from one county to another. By mutual agreement, the distributed work load will be shared equally between the counties. Inyo and Mono counties will work collaboratively to meet all healthcare coalition requirements including data and performance measure reporting. Inyo County will be the reporting entity on behalf of the coalition.

Each county will continue to receive funding directly from CDPH, based on agreement between the counties.

Sincerely,

James A. Richardson, M.D.
Inyo County Health Officer



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

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Ratify and approve the 2017-2021 Local Area Agreement for First 5 California Funds and authorize the First 5 Director to sign the agreement

DEPARTMENTAL RECOMMENDATION:

Request Board of Supervisors ratify and approve the Local Area Agreement for First 5 California Funds, for the period of July 1, 2017 to June 30, 2021, in order to receive \$1,500,000.00, with an annual project allocation of \$375,000.00, and authorize the First 5 Director to sign the agreement between First 5 California and First 5 Inyo County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Local Area Agreement for First 5 California Funds ensures First 5 Inyo County receives four years of funding, from fiscal year 2017-2018 to 2020-2021. The annual allocation of \$375,000.00 is a combination of the Proposition 10 tax revenue, with the difference provided with Small Population County Funding Augmentation (SPCFA).

This Allocation Agreement requires ratification because it was issued on August 22, 2017 and due to the state on August 30, 2017. A 30 day extension has been granted by First 5 California.

The goal of the SPCFA is to support the success of small counties in their work and to ensure Proposition 10 is truly a statewide effort that impacts the lives of young children throughout California. SPCFA provides funding to the 20 counties in the state with the lowest annual births. Inyo's allotment is based on the number of births in Inyo County in 2011 (213 births). The statutory funding alone, for counties with a small proportion of births, does not provide sufficient funding to fully operate a commission or effective First 5 programs. This funding allows First 5 Inyo County to continue to promote, support, and improve the early development of children ages 0 to 5 as Proposition 10 funds continue to decrease.

Therefore, we are requesting the board authorize to receive this funding from First 5 California in support of our First 5 Commission and authorize the First 5 Director to sign the four year funding agreement.

ALTERNATIVES:

Not accepting the funding would eliminate the State funding contribution for First 5 Commission and program activities. Declining the funding would mean that the County would still have to provide First 5 services without state support.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools, Northern Inyo Hospital, Inyo County Health & Human Services FIRST program

FINANCING:

State Funding. This funding would be brought in as revenue to the First 5 budget (643000) into State Grants (4498). No County General Funds.

APPROVALS

COUNTY COUNSEL:

JK Walker

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: 9/11/17

AUDITOR/CONTROLLER:

[Signature]

ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*

Approved: yes Date: 9/11/2017

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

Mugh Mar

Date: 9/12/17



DATE: July 1, 2017
PROGRAM: Small Population County Funding Augmentation (SPCFA)
CONTROL NO.: LAA SPCFA 2017-07

LOCAL AREA AGREEMENT FOR FIRST 5 CALIFORNIA FUNDS

This Agreement is entered into between First 5 California (F5CA) and the Contractor named below.

Name of Contractor	First 5 Inyo County		
The term of this Agreement is	July 1, 2017	through	June 30, 2021
The maximum amount of this Agreement is	\$1,500,000.00		

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

Exhibit A	Scope of Work	14 pages
Attachment A	SPCFA Disbursement Schedule FY 2017–18 through FY 2020–21	1 page
Attachment B	Small Population County Funding Augmentation (SPCFA) Fiscal Report: Annual Report Web-based Reporting System Application (AR-1, Expenditure Detail)	1 page
Attachment C	SPCFA Local Area Agreement (LAA) Certification Checklist	2 pages
Attachment D	SPCFA FIP Focused Investment Area C, High-Quality Plan (HQP), and HQP UPDATE	2 pages
Attachment E	Explanation of Terms	2 pages
Attachment F	Annual Evaluation Report Checklist	1 page
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C	General Terms and Conditions	8 pages

In Witness Whereof, this agreement has been executed by the parties identified below.			
STATE OF CALIFORNIA		Contractor	
AGENCY NAME First 5 California		CONTRACTOR NAME First 5 Inyo County	
	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Levin, Chief Deputy Director		PRINTED NAME AND TITLE OF PERSON SIGNING Serena Johnson, Executive Director	
ADDRESS 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833-4247		ADDRESS 568 W. Line Street Bishop, CA 93514	

First 5 California Office Use Only				
Fund Title	Item	FY	Projected Allocation	Amount Encumbered by this Document
Unallocated	4250-601-0639	17/18	\$375,000.00	
Unallocated	4250-601-0639	18/19	\$375,000.00	
Unallocated	4250-601-0639	19/20	\$375,000.00	
Unallocated	4250-601-0639	20/21	\$375,000.00	Object Code-PCA
AGREEMENT TOTAL			\$1,500,000.00	4250-5432000.914-63902

I CERTIFY upon my own personal knowledge that funds are available in the current budget year for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE _____ DATE SIGNED _____

Any provision of this Agreement found to be in violation of federal and/or state statute or regulation shall be invalid, but such finding shall not affect the remaining provisions of this Agreement.

**EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)**

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(B) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure that children are ready to enter school. It also authorizes the development of programs focusing on education, including, but not limited to, the development of educational materials, professional and parent education and training, and technical support for county commissions. HSC section 130125(i) provides First 5 California the authority to allocate funds to county commissions to carry out the purposes of the Act.

The First 5 California (F5CA) Commission approved an annual investment of up to \$8.625 million over four years, from fiscal year (FY) 2017–18 to FY 2020–21, for the Small Population County Funding Augmentation (SPCFA) at the January 26, 2017 Commission meeting.

2. Program Description, Purpose, and Goals

The goal of the SPCFA is to support the success of small counties in their work and to ensure Proposition 10 is truly a statewide effort that impacts the lives of young children throughout California. SPCFA provides funding to the 20 counties in the state with the lowest annual births. The statutory funding alone, for counties with a small proportion of births, does not provide sufficient funding to fully operate a commission or effective First 5 programs. This funding allows Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0 to 5. The program facilitates the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, and to ensure children are ready to enter school.

3. Commencement of Services

SPCFA funding is authorized only for expenditures incurred within the approved performance period of this Agreement. Funding will be in effect beginning FY 2017–18 through FY 2020–21.

4. Project Representatives

The Project Representatives during the term of this Agreement shall be:

First 5 California	Contractor
Silvia Flores	First 5 Inyo County
2389 Gateway Oaks Drive, Suite 260	568 W. Line Street
Sacramento, CA 95833	Bishop, CA 93514
Phone: (916) 263-1064	Phone: (760) 873-6453
E-mail: sflores@ccfc.ca.gov	E-mail: jveenker@inyocounty.us

5. Funds

The F5CA State Commission approved a new funding formula and enhanced accountability framework (Framework) to continue support of First 5 county commissions with small populations in their work. The funding approach reflects state and county input from the Small Population County Workgroup (Workgroup).

A. The adopted SPCFA formula is as follows:

1. The formula consists of a fixed, graduated baseline determined by the number of births in each county in 2011. The baseline amount will remain consistent for the duration of this SPCFA, regardless of number of live births in subsequent years.
2. The criteria for SPCFA funding eligibility is based on a county's reported annual births, not exceeding 1,000, using the prior three-year (2012-14) average of annual births; 20 counties meet the eligibility criteria.
3. F5CA will augment the difference between the annual Proposition 10 tax revenue allocated to each county and the pre-determined baseline amount for the SPCFA.
4. The annual baseline minimum is \$275,000 for counties qualifying with 1-50 annual births, and increases by \$25,000 for each 50 births, as represented in the table below.

TABLE 1
SPCFA Baseline Formula

Number of Births	County	2011 Births	Baseline	Number of Births	County	2011 Births	Baseline
1-50	Alpine	6	\$275,000	351-400	Glenn	391	\$450,000
	Sierra	23		401-450	Tuolumne	430	\$475,000
51-99	Modoc	87	\$300,000	451-500	Siskiyou	472	\$500,000
100-150	Trinity	123	\$325,000	701-750	Lake	715	\$625,000
	Mariposa	132			Tehama	728	
151-200	Mono	156	\$350,000	751-800	Nevada	761	\$650,000
	Plumas	165			San Benito	772	
201-250	Inyo	213	\$375,000	<p>Note: The formula includes intervals from 501-700 births, at the same rate of increase, but were not included for ease of reading.</p>			
251-300	Amador	269	\$400,000				
	Lassen	300					
301-350	Colusa	302	\$425,000				
	Calaveras	326					
	Del Norte	337					

- Beginning in FY 2018–19, a 2 percent reduction in baseline funding will occur for every budget year tobacco tax revenues decrease by an average of 7 percent or greater in the first five months of each fiscal year. This adjustment in budget year funding is referred to as the “trigger.” The reduction would go into effect the fiscal year following the decrease in revenue. If revenues increase by the average amount previously decreased or greater in the first five months of the fiscal year after a previous year decrease, a 2 percent increase will be applied to the current baseline funding the following fiscal year. The baseline funding amount allocated in year one (FY 2017–18) will

not be exceeded.

B. SPCFA funds may be used to support administrative, program, and evaluation services, and F5CA-funded programs.

C. Disbursement

1. Funding will be disbursed as follows provided adherence to the LAA and all reporting requirements (Exhibit A Pages 12-14) have been satisfied:

- a. 75 percent of F5CA's estimated portion of SPCFA dollars will be disbursed to Contractor once all requirements of the previous fiscal year have been fulfilled and the LAA has been executed by both parties, but no earlier than September 30, 2017, and every subsequent September of the corresponding FYs (Attachment A).
- b. The remaining 25 percent will be disbursed by November 30 of the following fiscal year, once the annual total of Proposition 10 tax revenue to be allocated to Contractor has been determined.
- c. Alternate funding disbursement of up to ninety percent may be considered if Contractor is experiencing financial hardship. To request an alternative funding disbursement for FY 2017-18, Contractor must submit with the signed LAA a written request on agency letterhead that provides justification of need for the alternate funding, the percentage of the allocation requested (i.e., 85%), and an explanation for how the percentage was determined. In subsequent years, the financial hardship request must be received by F5CA on or before June 1 for the following fiscal year. All requests will be reviewed, approved or denied, and the decision will be communicated to the Contractor.

2. If adherence to the LAA and/or all reporting requirements (Exhibit A Pages 12-14) have not been satisfied, Contractor will:

- a. By deliverable due date, notify F5CA in writing of the circumstances preventing compliance and request up to a 30-day extension.
- b. By extension due date or following 30 days of non-compliance, provide a written plan outlining activities and timeline to meet requirement(s).
- c. Following 90 days of non-compliance, participate in a formal in-person review between the First 5 County Executive Director and/or First 5 County

Commission chair and F5CA Executive staff.

- d. Following six (6) months of non-compliance, forfeit funds associated with meeting reporting requirements.

6. Implementation

- A. The maximum amount of funds received annually, both SPCFA and Proposition 10 tax revenue, by Contractor for FYs 2017-18 through 2020-21, is displayed above in Table 1: SPCFA Baseline Formula (amount may decrease if the trigger is activated, annual funding will not exceed amount listed).
- B. Contractor must annually submit on or before July 1 of each fiscal year, a completed Certification of Compliance form (ASD-035) located on the F5CA website at http://www.cafc.ca.gov/pdf/about/fiscal/Fiscal_Administrative_Memos/ASD-035_Certification_of_Compliance_FY_2017-18.pdf. The Certification of Compliance, along with supporting documentation, must be completed to satisfy the requirements outlined in HSC section 130140(d) and submitted to F5CA in order for SPCFA funds to be released.
- C. SPCFA dollars allocated to the county's local Children and Families Trust Fund are to be expended by Contractor pursuant to all statutory requirements for the purposes authorized by the California Children and Families Act of 1998, in accordance with the county's approved strategic plan, and as further specified in HSC section 130140.
- D. Contractor shall spend the majority of non-administrative SPCFA dollars on direct services to children, and are encouraged to support F5CA-funded programs (e.g., First 5 IMPACT) with some of the remaining funding.
- E. Contractor shall annually report SPCFA funding expenditures on the SPCFA Fiscal Form contained within the Annual Report Web-based Reporting System Application. (See Attachment B).
- F. Contractor will annually report unspent augmentation funding, and provide a detailed description of projected use of the funding to F5CA. SPCFA funds are meant to be used on an annual basis and should not be used for long-term fiscal stability.
- G. At the discretion of F5CA, funds can be withheld if unassigned fund balances reported in Contractor's financial statements and F5CA's Annual Report Web-based Reporting System Application exceed 100 percent of the estimated portion funded by F5CA.

H. The distribution of SPCFA dollars for future fiscal years will be contingent upon Contractor's compliance with the LAA and all documents incorporated therein.

This includes:

- Annual Certification Checklist (Attachment C)
- Annual Performance Report
- High Quality Plan (HQP) Template (Attachment D) for each SPCFA-funded program and/or HQP Updates
- Current County Commission Strategic Plan
- Long-range financial plan referred to as the Fiscal Stability Plan
- Annual Evaluation Report (FY 2015–16 through FY 2020–21) and checklist
- Long-Term Sustainability Plan
- Fiscal Report (within the AR-1 form in the Annual Report Web-based Reporting System Application)
- Annual submission of the Certification of Compliance (ASD-035) on or before July 1 of each fiscal year

I. Framework Implementation Plan

The Framework Implementation Plan (FIP) is a multi-year, high-quality plan using action steps to implement the investment requirements of the SPCFA. A Contractor receiving SPCFA funding is required to implement and/or support programs that use evidence-based or evidence-informed models (Attachment E) to ensure the highest likelihood of measureable improvement in key child and family indicators. Funded programs must meet benchmarks for program quality and an effective program design. As a participant in SPCFA, Contractor is required to identify specific areas needing improvement for each SPCFA-funded program or strategy pursuant to the LAA and HSC sections 13040–13055.

1. The FIP consists of a High-Quality Plan (HQP) template, Annual Evaluation Report and checklist, Strategic Plan, and Fiscal Stability Plan. The purpose of the FIP is to assist small population counties in evaluating and implementing processes and procedures for continuous quality improvement and to outline the program High-Quality Plan for the county. The FIP includes, at a

minimum, the specific programs funded fully or partially by SPCFA dollars and incorporated into the Strategic Plan. For each funded program, an HQP template is completed that includes activities and timeline for implementation, and the outcomes expected of such investments, and serves as a baseline for areas identified as needing improvement (Contractor's Strategic Plan, Fiscal Stability Plan, Annual Evaluation report and checklist).

a. Contractor will provide the following by August 31, 2017 or with the LAA:

- 1) LAA Certification Checklist (Attachment C)
- 2) A completed HQP template (Attachment D) for each program fully or partially funded by SPCFA
- 3) The FY 2015-16 Annual Evaluation Report, which includes progress toward meeting the specific outcomes of each funded program (if not previously submitted)
- 4) A current Strategic Plan as required in HSC section 130140
- 5) A current long-range financial plan (AKA Fiscal Stability Plan) as described in the First 5 Financial Management Guide

b. Annually on or before June 30 (beginning 2018):

- 1) Update each HQP template to reflect any changes to SPCFA-funded programs; submit a HQP template for any newly funded program(s); identify programs no longer funded by SPCFA
- 2) Submit a current Strategic Plan if updates have been made since the last submission or the previous plan is no longer up-to-date
- 3) Submit a current Fiscal Stability Plan if updates have been made since the last submission or the previous plan is no longer up-to-date

c. Annually, as part of the AR-1 form, in the Annual Report Web-based Reporting System Application, Contractor shall report expenditures and unspent SPCFA dollars allocated for each fiscal year.

d. Annually by January 31, submit an Annual Evaluation Report that includes progress toward meeting the specific outcomes of each program funded in the previous fiscal year, along with the evaluation checklist (Attachment F).

- e. Contractor is required to fully or partially fund a minimum of one program with SPCFA funds.

2. Core Areas A through C

Contractor must address and meet all of the criteria and requirements specified in Core Areas A and B (Successful Local Systems, and Measuring Outcomes and Progress) in the Framework and outlined below, and a minimum of one criterion in Core Area C (Promoting Early Learning and Healthy Development Outcomes for Children). The Core Areas are as follows:

a. Core Area A: Successful Local Systems (All criteria are required):

1) Local Administration

Contractor is expected to use no more than 25 percent of the SPCFA dollars to support personnel and operating costs necessary to accomplish the work set forth in the LAA and local First 5 Commission as described in the current Strategic Plan and as reported in the administrative audit. An exception is made for the two smallest Contractors (Alpine County and Sierra County) where it is expected that no more than 30 percent of SPCFA funding will be spent on administrative costs.

If the county finds that administrative costs for any year in the term of this Agreement have exceeded the expected percentage specified above, written justification with a plan to reconcile the overage for future fiscal years must be submitted to F5CA. Approval of the plan must be granted before any subsequent disbursement of SPCFA dollars can be released. Continued overage in subsequent fiscal years of administrative costs may result in withholding of funds commensurate with the overage.

Contractor is required to demonstrate compliance with regulatory audit requirements through annual independent audits. Contractor will use the First 5 Financial Management Guide to determine appropriate definition and allocation of costs.

2) Fiscal Systems Stability

Contractor will implement fiscal systems that ensure full compliance with First 5 reporting requirements articulated in the Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act. Contractor will have a fiscal stability plan that assesses the long-range financial implications of current and proposed policies, programs, and assumptions; assesses needs, trends,

opportunities, and potential shortfalls the commission will face in the future and actions needed to address these issues; and forecasts future revenues, expenditures, and reserves for a period of at least five years. Contractor will work on addressing deficiencies identified by the State Controller's Office and/or any findings by independent auditors.

3) Continuous Quality Improvement Training and Technical Assistance

F5CA will work with the First 5 Association of California (Association) and the Workgroup to explore ways to provide new opportunities for technical assistance in each of the following three areas: fiscal, evaluation, and program. Contractor will receive training and technical assistance (T&TA) using webinars, the small county summit, and other venues. Contractor will be required to participate in some T&TA efforts, when applicable, both as T&TA providers whenever possible, and as participants when needs have been identified.

4) Local Service Systems Integration

Contractor will demonstrate work with community partners and available state and/or federal programs to integrate service systems, develop new partnerships, and plan other activities to build a stronger system of services and support for children prenatal through age 5.

b. Core Area B: Measuring Outcomes and Progress (All criteria are required):

1) Evaluation

Contractor will provide annual evaluation reports for all programs funded by F5CA, which may be a single evaluation report for all county commission activities. The report presents research question(s)/desired outcome(s), evaluation measures and/or data sources, findings, conclusions, and recommendations, including recommendations for how evaluation results can be used to guide program improvements and decision-making. F5CA and the Association will continue to work together to update information on the Evaluation Toolkit webpage, which includes data sources. To support Contractor in identifying pertinent information to include in their reports, links to sample Annual Evaluation Reports, and the Annual Evaluation Report Example Content document are available on the F5CA Annual Reporting Resources webpage.

2) Strategic Plan

Contractor will be expected to provide evidence of a Strategic Plan, adopted within the past five years, that meets the requirement of the HSC section 130140 (a)(1)(C)(ii). The HSC states "the county Strategic Plan shall, at a minimum, include the following: a description of the goals and objectives proposed to be attained; a description of the programs, services, and projects proposed to be provided, sponsored, or facilitated; and a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators. No county strategic plan shall be deemed adequate or complete until and unless the plan describes how programs, services, and projects relating to early childhood development within the county will be integrated into a consumer-oriented and easily accessible system."

c. Focused Investment Area C - Contractor is required to:

- 1) Allocate a minimum of 25 percent of non-administrative SPCFA funds for evidence-based or evidence-informed programs to ensure the highest likelihood of measurable improvement in key child and family indicators.**
- 2) Support evidence-based and evidence-informed programs (Attachment E) through professional development, training, and technical assistance.**
- 3) Monitor implementation of evidence-based programs to fidelity.**
- 4) Clearly define goals and activities for each SPCFA-funded program along with a plan for monitoring progress and identifying T&TA needs.**
- 5) Align programs and work with First 5 IMPACT, CA-QRIS, and other local efforts.**
- 6) Complete and submit annually an Evaluation Checklist, and Annual Evaluation Report describing how each program was designed and evaluated.**
- 7) Annually report expenditures and provide a detailed description of projected use of all unspent funds on the fiscal form contained within**

the Annual Report Web-based Reporting System Application.

- 8) Develop a long-term sustainability plan that includes leveraging of additional funding sources beyond Proposition 10.
 - 9) Annually complete and submit a detailed Annual Performance Report to F5CA.
 - 10) Meet benchmarks for program quality and an effective evaluation design for each evidence-based and evidence-informed model. Result areas for key indicators include family functioning, child development, child health, and systems of care.
- d. F5CA and Contractor or designee shall work with the Association and the Workgroup to identify a list of program models that have proven successful and implementable in rural and small population settings. As much as possible, the strategies and funded programs will align with current state and federal initiatives. Potential models include *Help Me Grow (HMG)*, Parents as Teachers, Raising a Reader, Nurturing Parenting, Center on the Social and Emotional Foundations for Early Learning (CSEFEL), Early Head Start, Healthy Families America, and Nurse-Family Partnership. For programs in the health area, the strategy must link public health or clinical practice to scientific evidence of the effectiveness and/or characteristics of such practices.
- e. Core Area C: Promoting Early Learning and Healthy Development Outcomes for Children (A minimum of one criterion must be addressed):
- 1) Child Health Needs

Contractor can focus on implementing programs or strategies to identify and address health needs of children prenatal through age five to improve school readiness and to target strategies that are more intensive and supports to children with high needs (e.g., *HMG*, health care, oral health, Children's Health Initiative, and CSEFEL).
 - 2) Family Support and Strengthening

Contractor can focus on engaging and supporting families through a variety of school readiness, parent engagement, and home visiting strategies (e.g., Strengthening Families, parenting

education, Family Resource Centers, Home Visiting, and School Readiness Playgroups).

3) Early Learning and Development

Contractor can focus on implementing programs or strategies to identify and address the behavioral and developmental needs of children. Local quality improvement efforts for early learning programs can be supported by implementation of CA-QRIS within the core areas of Child Development and School Readiness, Teachers and Teaching, and Program and Environment.

The Framework developed by the Workgroup has been incorporated into the Local Area Agreement (LAA) to provide specific and measurable evidence of the local commissions' efforts to meet the requirements of Health and Safety Code (HSC) sections 130100 – 130155.

7. Required Deliverables

Due Dates		Deliverables
Year	Month	
2017	August	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA by August 31, 2017 or with the signed LAA:</p> <ul style="list-style-type: none"> • Certification Checklist • HQP Templates for each funded program • Annual Evaluation Report, FY 2015–16 (if not previously submitted) • Current Strategic Plan • Current Fiscal Stability Plan
2018	January	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2018:</p> <ul style="list-style-type: none"> • Annual Evaluation Report, FY 2016–17 • Annual Evaluation Checklist
2018	June	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than June 29, 2018:</p> <ul style="list-style-type: none"> • Certification Checklist • Updated HQP Templates; HQP for each newly funded program; report all changes to SPCFA funded programs, list of programs no longer funded by SPCFA • Updated Strategic Plan

Due Dates		Deliverables
Year	Month	
		<ul style="list-style-type: none"> Updated Fiscal Stability Plan
2018	August	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 31, 2018:</p> <ul style="list-style-type: none"> Annual Performance Report, FY 2017-18
2018	November	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA on or before November 1, 2018:</p> <ul style="list-style-type: none"> Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2019	January	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2019:</p> <ul style="list-style-type: none"> Annual Evaluation Report, FY 2017-18 Annual Evaluation Checklist
2019	June	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than June 28, 2019:</p> <ul style="list-style-type: none"> Certification Checklist Updated HQP Templates; HQP for each newly funded program; report all changes to SPCFA funded programs, list programs no longer funded by SPCFA Updated Strategic Plan Updated Fiscal Stability Plan Long-Term Sustainability Plan
2019	August	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 30, 2019:</p> <p>Annual Performance Report, FY 2018-19</p>
2019	November	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than November 1, 2019:</p> <ul style="list-style-type: none"> Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2020	January	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2020:</p> <ul style="list-style-type: none"> Annual Evaluation Report, FY 2018-19 Annual Evaluation Checklist
2020	June	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than June 30, 2020:</p> <ul style="list-style-type: none"> Certification Checklist Updated HQP Templates; HQP for each newly funded program; report all changes to SPCFA funded programs, list of programs no longer funded by SPCFA

Due Dates		Deliverables
Year	Month	
		<ul style="list-style-type: none"> • Updated Strategic Plan • Updated Fiscal Stability Plan
2020	August	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 31, 2020: Annual Performance Report, FY 2019-20
2020	November	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than November 1, 2020: <ul style="list-style-type: none"> • Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2021	January	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 29, 2021: <ul style="list-style-type: none"> • Annual Evaluation Report, FY 2019-20 • Annual Evaluation Checklist • Updated Long-Term Sustainability Plan
2021	August	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 31, 2021: Annual Performance Report, FY 2020-21
2021	November	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than November 1 2021: <ul style="list-style-type: none"> • Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2022	January	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2022: <ul style="list-style-type: none"> • Annual Evaluation Report, FY 2020-21 • Annual Evaluation Checklist

SPCFA Disbursement Schedule FY 2017–18 through FY 2020–21

September 2017	<ul style="list-style-type: none">• FY 2017–18• Estimated Disbursement - 75%
September 2018	<ul style="list-style-type: none">• FY 2018–19• Estimated Disbursement - 75%
November 2018	<ul style="list-style-type: none">• FY 2017–18• Final Disbursement - 25%
September 2019	<ul style="list-style-type: none">• FY 2019–20• Estimated Disbursement - 75%
November 2019	<ul style="list-style-type: none">• FY 2018–19• Final Disbursement - 25%
September 2020	<ul style="list-style-type: none">• FY 2020–21• Estimated Disbursement - 75%
November 2020	<ul style="list-style-type: none">• FY 2019–20• Final Disbursement - 25%
November 2021	<ul style="list-style-type: none">• FY 2020–21• Final Disbursement - 25%

**SPCFA Fiscal Report: Annual Report Web-based Reporting System
 Application (AR-1, Expenditure Detail)**

Detail	Description	SPCFA Detail
Program Expenditures	Automatically generated after Results and Services – Expenditure Detail section is completed. Use Expenditure Notes section at end of the AR-1 to explain significant differences from FY 2016–17 (e.g., capital expenditures)	Include expenditure detail for SPCFA funds by: <ul style="list-style-type: none"> • Evidence-Based Programs • Evidence-Informed Programs • Other Funded Programs, may include Result Area: Improved Systems of Care (Appendix B) • Professional Development, Training and Technical Assistance
Administrative Expenditures	Total Administrative Expenditures for FY 2017–18 which <u>may include</u> : <ul style="list-style-type: none"> • Salaries and Wages • Overhead costs (rent, utilities, etc.) <u>do not include</u> : <ul style="list-style-type: none"> • Direct program costs (outreach, education, or technical assistance) • Direct evaluation costs (education or technical assistance) • Other grantee capacity building 	Include total expenditures for administrative costs using SPCFA funds
Evaluation Expenditures	Total Evaluation Expenditures for FY 2017–18; <u>do not include</u> : <ul style="list-style-type: none"> • Administrative costs • Direct program costs (outreach, education, or technical assistance) • Other grantee capacity building 	Include total expenditures for evaluation costs using SPCFA funds
Total Expenditures	Automatically generated Note: Must match audited financial statements	Automatically generated
Excess (Deficiency) of Revenues over (Under) Expenses	Automatically Generated	Automatically generated If unspent funds occurred during the FY, please list the amount and provide explanation in Expenditure Notes. Please provide breakdown of unspent funds (dollar amount and explanation), as well as dollar amount for any variance of populated figure due to county commission accounting practices (accrual of revenue, etc.)

**Small Population County Funding Augmentation
(SPCFA) Local Area Agreement (LAA)
Certification Checklist**

Please provide documents a through e in the table below upon execution of the LAA and update each year thereafter. Indicate whether updates to documents are in progress in the third column. The letters in front of column two "SPCFA Requirement" correspond to the Framework requirements of the LAA.

First 5 County Name: Inyo		
Attached/ Submitted	SPCFA Requirement	Status
<input checked="" type="checkbox"/> <input type="checkbox"/> N/A	a. High-quality Plan(s) Completed High-quality Plan Template for each program funded fully or partially by SPCFA. (2017 only) OR The High-Quality Plan update (2018–21)	Date expected if not attached: Date expected if not attached:
<input checked="" type="checkbox"/> <input type="checkbox"/> N/A	b. County Strategic Plan Strategic plan that includes the current fiscal year, as described in Health and Safety Code section 130140 (A) (1) (C) (II), copied below.	Period covered: <input type="checkbox"/> No – Explain Date expected:
<input checked="" type="checkbox"/> <input type="checkbox"/> N/A	c. Fiscal Stability Plan Long-range financial plan that includes the current fiscal year, as described in the First 5 Financial Management Guide.	Period covered: <input type="checkbox"/> No – Explain Date expected if not attached:
<input type="checkbox"/>	d. Annual Evaluation Report and Checklist Prior fiscal year annual evaluation report including description of progress towards meeting the specific outcomes of each funded program.	Date expected if not submitted: N/A
<input type="checkbox"/>	e. Annual Performance Report Summary of achievements, lessons learned, challenges and strategies used to overcome challenges.	Date expected if not attached: August 31, 2018

<input type="checkbox"/>	f. Fiscal Report Report of annual expenditures for administration, program (evidence-based, evidence-informed, other funded programs, professional development, training and technical assistance), evaluation costs and unspent funds. This report is contained within the Annual Report Web-based Reporting System Application.	Date expected if not submitted: November 1, 2018
<input type="checkbox"/>	g. Long-Term Sustainability Plan Long-term sustainability that includes leveraging of other funding sources.	Date expected if not submitted: June 28, 2019

Health and Safety Code section 130140 (a)(1)(C)(ii): The county strategic plan shall, at a minimum, include a description of the goals and objectives proposed to be attained, programs, services, and projects proposed to be provided, sponsored, or facilitated, and a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators. In order to be deemed adequate or complete, county strategic plans will need to describe how programs, services, and projects relating to early childhood development with the county will be integrated into a consumer-oriented and easily accessible system.

**Small Population County Funding Augmentation (SPCFA)
FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
High-Quality Plan
Date: 8.31.17**

First 5 County Name		Inyo County	FY 2017-18	
SPCFA-Funded Program or Strategy		Early Birth and Breastfeeding Support	Fully Funded:	Partially Funded:
Target Population	Expectant parents throughout Inyo		Total Program Amount:	\$ 47,000
Focused Investment Area [2]	Developmental and Health Needs		Amount if Partially Funded:	\$
Program Standard [3]	Promising Practices Model/Framework			
Goal	Support Northern Inyo Hospital in the final year of their three-year grant to offer 1) prenatal and birth preparation 2) child abuse prevention - Shaken Baby Syndrome, SIDS, and car seat safety 3) improved breastfeeding rates and length of breastfeeding terms			
Training & Technical Assistance Needed to Support High-quality Implementation and Continuous Quality Improvement	Connecting our local health providers with other best-practice model sites to receive TA			
Activities to Implement the SPCFA-funded Program or Strategy	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]	
Continue to provide Childbirth Education classes, using InJoy Understanding Birth curriculum, customized locally	Parents have access to free birth education before birth	Northern Inyo Hospital	every other month, on-going	
Continue to provide quality education to patients, including pre-admission appointments, post-delivery inpatient visits, post-discharge appointments, and lactation consults	Increase opportunities for continuous education at every visit between patients and staff	Northern Inyo Hospital	on-going	
Continue to staff NEST program with a full-time designated Maternal Family Educator	Nurse experienced and passionate to continue to make the NEST a successful program for families	Northern Inyo Hospital	on-going	
Attain "Baby-Friendly Hospital" accreditation status, dissemination and designation phase still to complete	Hospital meets "Baby-friendly" standard, with policies set to promote best practice neo-natal care and staff trained in breastfeeding promotion	Northern Inyo Hospital	July 2017 - December 2017 (Dissemination) January 2018 - June 2018 (Designation)	
Local Systems Integration [7]	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]	
Host quarterly Inyo developmental screening workgroup meetings at Northern Inyo Hospital	Improved agency communication, cross promotion of services, and awareness of emerging client needs	First 5 Inyo Director - coordinate, Northern Inyo Hospital, Rural Health Clinic, Bishop Pediatrics, and other relevant staff - attend	quarterly	
Distribute New Parent Kits to expectant parents during NEST appointment	Parents equipped with child development information to First 5 Inyo prior to birth	Northern Inyo Hospital/First 5 Inyo staff	on-going	
Refer clients with child safety seat needs or issues to Inyo Car Seat Collaborative	Increased infant car safety seat installation and utilization countywide	Northern Inyo Hospital	on-going	
Evaluation [8]	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]	
Administer Breastfeeding Opportunities & Obstacle survey to all patients at 1 mos., 3 mos., 6 mos., and 1 year	Data about local trends, obstacles, and post-release breastfeeding rates	Northern Inyo Hospital	January 2018 and June 2018	

**Small Population County Funding Augmentation (SPCFA)
 FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
 High-Quality Plan
 Date: 8.31.17**

Collect client vignettes and sign-in sheets from support groups	Stories sharing how First 5 Inyo and Northern Inyo Hospital partnership impacted their babies and families	Northern Inyo Hospital	January 2018 and June 2018
Track number of new parent kits, car seat appointments, and parent class referrals made from Northern Inyo Hospital	Data to evaluate our system integration	First 5 Inyo	ongoing

- [1] Identify total cost of the program and the amount of SPCFA dollars allocated to fund the program. Indicate if the program is fully or partially funded by SPCFA by checking the corresponding box.
- [2] Choose a minimum of one Focused Investment Area from the following: Child Health, Family Support and Strengthening, or Early Learning and Development.
- [3] Identify and describe the Program Standard from the following: Evidence-based, Evidence Informed Model/Framework, Health Focused or Other Funded Program. Description should include program model name and local implementation strategies. Include literature and/or research citation if applicable.
- [4] Expected Outputs or Outcomes are the measurable changes after a program activity is underway during the implementation period. Outcomes or outputs may include, but are not limited to, numbers, services, behavior, knowledge, skills, and status.
- [5] Identify responsible party(ies) carrying out the program or activity to ensure outcomes are met.
- [6] Timelines are time intervals that create structure, measurability, and accountability within an action plan and may be stated as a specific date or a date range depending on the type of activity.
- [7] Identify local partners and describe activities involved in service system integration. Service system integration is defined as work with community partners and available state and/or federal programs to integrate service systems, develop new partnerships, and other activities to build a stronger system of services and support for children prenatal through age five.
- [8] Describe outcome measures used to evaluate the effect of SPCFA investment.

FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
Small Population County Funding Augmentation (SPCFA)
High-Quality Plan
Date: 8.31.17

FY 2017-18	
First 5 County Name	Inyo County
SPCFA-Funded Program or Strategy	ASQ Developmental Screening Network
	Fully Funded: <input checked="" type="checkbox"/> Partially Funded: <input type="checkbox"/>
Target Population	Inyo children birth to 5
Focused Investment Area [2]	Developmental and Health Needs
	Total Program Amount: \$ 12,000
	Amount if Partially Funded: NA
Program Standard [3]	Promising Practice Model/Framework
Goal	Expand on the Inyo Ages & Stages Developmental Screening Network, to ensure children birth to 5 receive coordinated follow-up, when identified with developmental delays or social emotional scores of concern.
Training & Technical Assistance Needed to Support High-quality Implementation and Continuous Quality Improvement	Training for new staff at Inyo County First 5
Activities to Implement the SPCFA-funded Program or Strategy	Expected Output or Outcome of Activity [4]
Continue to engage Inyo ASQ Network, adjusting to fit new priorities and needs	Established infrastructure for quarterly meetings and identifying resources and gaps
Provide online portals, access, and support for ASQ network partners through Brookes Publishing	Improved and consistent screening of children
Provide clerical support for network management and data input	Screening data is collected and aggregated across county
Assist with referrals, connecting families with relevant county services, providing tools and resources	Increase number of families accessing local resources and receiving needed care and support
Local Systems Integration [7]	Expected Output or Outcome of Activity [4]
Connect new First 5 staff with County Office of Education partners	Coordinated early intervention efforts
Provide screening kit for early childhood care providers	Increased ownership and future sustainability of screening process among early childhood care providers
Evaluation [8]	Expected Output or Outcome of Activity [4]
Assess the number of families utilizing ASQ screens countywide	Number of families utilizing ASQ screens
Track the number of children who receive referrals	Increase in the number of referrals
	Responsible Parties [5]
	First 5 Inyo
	First 5 Inyo
	Quarterly and semi-annually
	On-going

[1] Identify total cost of the program and the amount of SPCFA dollars allocated to fund the program. Indicate if the program is fully or partially funded by SPCFA by checking the corresponding box.

[2] Choose a minimum of one Focused Investment Area from the following: Child Health, Family Support and Strengthening, or Early Learning and Development.

[3] Identify and describe the Program Standard from the following: Evidence-based, Evidence Informed Model/Framework, Health Focused or Other Funded Program. Description should include program model name and local implementation strategies. Include literature and/or research citation if applicable.

[4] Expected Outputs or Outcomes are the measurable changes after a program activity is underway during the implementation period. Outcomes or outputs may include, but are not limited to, numbers, services, behavior, knowledge, skills, and status.

[5] Identify responsible party(ies) carrying out the program or activity to ensure outcomes are met

**Small Population County Funding Augmentation (SPCFA)
FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
High-Quality Plan
Date: 8.31.17**

- [6] Timelines are time intervals that create structure, measurability, and accountability within an action plan and may be stated as a specific date or a date range depending on the type of activity.
- [7] Identify local partners and describe activities involved in service system integration. Service system integration is defined as work with community partners and available state and/or federal programs to integrate service systems, develop new partnerships, and other activities to build a stronger system of services and support for children prenatal through age five.
- [8] Describe outcome measures used to evaluate the effect of SPCFA investment.

**Small Population County Funding Augmentation (SPCFA)
FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
High-Quality Plan
Date: 8.31.17**

FY 2017-18	
First 5 County Name	Inyo County
SPCFA-Funded Program or Strategy	Triple P Parenting Education
	Fully Funded: <input type="checkbox"/> Partially Funded: <input checked="" type="checkbox"/>
Target Population	Parents of children ages 0-5, including high risk families from probation, CPS, recovery programs, school referrals, and incarcerated parents
	Total Program Amount: \$ 135,660
Focused Investment Area [2]	Engaging & Supporting Families
	Amount if Partially Funded: \$ 113,500
Program Standard [3]	Evidence-based Model
Goal	Improve parents knowledge of positive parenting skills
Training & Technical Assistance Needed to Support High-quality Implementation and Continuous Quality Improvement	Create a sub group of First 5 funded providers in the Triple P CA Network to pool resources, participate in joint coaching calls, and talk strategically across county lines. Could we pool our Triple P data to do a statewide First 5 Funded Triple P in CA aggregate report?
Activities to Implement the SPCFA-funded Program or Strategy	Expected Output or Outcome of Activity [4]
Coordinate quarterly Triple P Network meetings	Responsible Parties [5]
	First 5 Inyo Prevention Specialist
	Quarterly
	Triple P America
	July - August 2017
	Triple P America
	July - December 2017
	Triple P America
	September 2017
	First 5 Inyo staff
	July 2017 - June 2018
	on-going
	Inyo Triple P Network Providers
	on-going
Local Systems Integration [7]	Responsible Parties [5]
Continue to fund Inyo Behavioral Health FIRST team for 0-5 families with intensive needs beyond preventive parent education	Inyo Behavioral Health Director and 0-5 FIRST team
	on-going
Evaluation [8]	Responsible Parties [5]
	Inyo Triple P Network Providers
	on-going (as classes are offered)
	First 5 Inyo staff
	on-going

[1] Identify total cost of the program and the amount of SPCFA dollars allocated to fund the program. Indicate if the program is fully or partially funded by SPCFA by checking the corresponding box.

[2] Choose a minimum of one Focused Investment Area from the following: Child Health, Family Support and Strengthening, or Early Learning and Development.

[3] Identify and describe the Program Standard from the following: Evidence-based, Evidence Informed Model/Framework, Health Focused or Other Funded Program. Description should include program model name and local implementation strategies. Include literature and/or research citation if applicable.

[4] Expected Outputs or Outcomes are the measurable changes after a program activity is underway during the implementation period. Outcomes or outputs may include, but are not limited to, numbers, services, behavior, knowledge, skills, and status.

[5] Identify responsible party(ies) carrying out the program or activity to ensure outcomes are met.

**Small Population County Funding Augmentation (SPCFA)
FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
High-Quality Plan
Date: 8.31.17**

- [6] Timelines are time intervals that create structure, measurability, and accountability within an action plan and may be stated as a specific date or a date range depending on the type of activity.
- [7] Identify local partners and describe activities involved in service system integration. Service system integration is defined as work with community partners and available state and/or federal programs to integrate service systems, develop new partnerships, and other activities to build a stronger system of services and support for children prenatal through age five.
- [8] Describe outcome measures used to evaluate the effect of SPCFA investment.

Explanation of Terms

The Focused Investment and Program Standard areas should be described in the top section of the FIP Focused Investment Area C High-Quality Plan. SPCFA-funded programs or strategies must address a minimum of one of the three criteria below.

- 1. Developmental and Health Needs** – Programs or strategies identifying and addressing behavioral, developmental, and health needs of children, prenatal through age 5, to improve school readiness, and to target more intensive strategies and supports to children with high needs (e.g., *Help Me Grow*, health care, oral health, Children’s Health Initiative, and Center on Social and Emotional Foundations for Early Learning).
- 2. Engaging and Supporting Families** – Engaging and supporting families using a variety of school readiness, parent engagement, and home visiting strategies (e.g., Strengthening Families, parenting education, Family Resource Centers, home visiting, and school readiness play groups).
- 3. High-Quality Early Learning/Early Educator Support and Effectiveness** – Improving local quality improvements for early learning and development programs by implementing the core areas of Child Development and School Readiness, Teachers and Teaching, and Program and Environment in CA-QRIS Quality Continuum Framework.

Contractor is required to allocate a minimum of 25 percent of non-administrative funds to evidence-based or evidence-informed models/frameworks to ensure the highest likelihood of measurable improvement in key child and family indicators. Identify from the criteria below, the Program Standard.

- 1. Evidence-based** – Programs, strategies, or approaches that have shown through scientific research and evaluation to be effective and have evidence that supports generalizable conclusions. (First 5 IMPACT Glossary Appendix B, pg.97 [http://www.cafc.ca.gov/pdf/programs/impact/FIRST 5 IMPACT RFA Amended 02 012017.pdf](http://www.cafc.ca.gov/pdf/programs/impact/FIRST_5_IMPACT_RFA_Amended_02_012017.pdf))
- 2. Evidence-informed** – Program design and implementation based on the best available research evidence. This incorporates flexibility that can include families’ cultural backgrounds, community values, and individual preferences into the program. Use of an evidence-based model with minor modifications for local implementation.

3. **Health Focused** – For programs in the health area, the strategy must link public health or clinical practice to scientific evidence of the effectiveness and/or characteristics of such practices.
<https://www.thecommunityguide.org/content/glossary> (A resource within the CDC)
4. **Other Funded Programs** – Programs, activities, events, or strategies using SPCFA dollars that are not evidence-based or evidence-informed and have a completed current High-Quality Plan.
5. **Professional Development, Training and Technical Assistance** – Funds that support opportunities as initial preparation (pre-service) and learning experiences (in-service) designed to improve the knowledge, skills/behaviors, and attitudes/values of the workforce. Professional development experiences must be evidence based; structured to promote linkages between research and practice; culturally and linguistically responsive; and responsive to each learner's background, experiences, and the current context of his/her role (National Association for the Education of Young Children).
6. **Unspent Funds** – Annual SPCFA dollars not used in any of the above categories. Funds in this field may be due to a variance in accounting practices between state and contractor.



Annual Evaluation Report Checklist

An annual evaluation report is a written document that describes how the Contractor monitored and evaluated programs listed in the strategic plan. It presents the findings, conclusions, and recommendations for each program, including recommendations for how evaluation results can be used to guide program improvement and decision making. For any evaluation element checked "No," the Contractor will explain in the "Notes or Comments" column the steps that will be taken to meet the element, along with training and technical assistance needed to accomplish the steps, and timeframe for their completion.

Contractor: _____ Date: _____

Currently Submitted Evaluation Report Year(s): _____

Evaluation Element	Yes	No	Notes or Comments
1. Does the annual evaluation report include a description of programs funded by the local commission, including program objectives, inputs, activities, outputs, and expected outcomes? This may be represented as a logic model or as a narrative.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Does the annual evaluation report include an overview of each funded program's evaluation, including research questions, data sources, findings, and conclusions?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Does the annual evaluation report include a summary of all process measures (to assess whether a program is being implemented as planned) and (include language in LAA for evidence-based programs) outcome measures (to assess impact on clients or participants) used in the program evaluation?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Does the annual evaluation report include a narrative describing how program-specific evaluation results were used, including whether used in a continuous quality improvement process and future program funding consideration?	<input type="checkbox"/>	<input type="checkbox"/>	

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)**

Budget

Contractor is authorized to expend up to \$1,500,000.00 for the term of this Agreement, as outlined in Exhibit A.

1. Budget Contingency Clause

This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of the Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or a statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

2. Payment

Payment will be made in accordance with, and within the time specified in, Government Code, Part 3, and Chapter 4.5, commencing with section 927.

3. Cost Limitation

The total amount of this Agreement shall not exceed \$1,500,000.00.

4. Contractor Overpayments

If it is determined that an overpayment has been made to Contractor, F5CA will seek recovery immediately upon discovery of overpayment by (a) written request to Contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the notice. In addition to any other remedies F5CA may have, F5CA reserves the option to collect any unallowable cost from Contractor in monthly installments.

5. Accounting Requirements

Contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to F5CA and which will provide documentation for the fiscal activities of the organization related to this Agreement. The accounting system must include adequate cost accounting

procedures that will provide accurate costing for amendments, and for any other costs incurred which relate to payment claimed by Contractor.

6. Fiscal Audits

F5CA, or any duly authorized representative, shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of Contractor which may be related or pertinent to this Agreement. Such material for each year of the Agreement must be retained for a period of three (3) years after the termination of the Agreement or until an audit is completed by F5CA, or their designee, and all questions arising there from are resolved. An exception to the three (3) year requirement is when an Agreement audit is in dispute or litigation. In those instances, the time records are to be retained is extended.

Audits and reviews may be conducted at any time during the performance of the Agreement or during the three (3) years following the completion of the Agreement period. Actual cost incurred by Contractor for expenses should be substantiated with appropriate source documentation. It is Contractor's responsibility to ensure that all expenditures claimed are allowable costs associated in performing the contracted services.

If expenditures are found to be unallowable, Contractor's reimbursements may be recalculated and adjusted accordingly. A misappropriation of funds shall result in a disallowance of costs.

7. Travel Reimbursement

F5CA will reimburse travel in accordance with the California State Department of Human Resources (CalHR) provisions.

An Out-Of-State Travel approval Request Form (02/16) must be submitted to F5CA via fax or e-mail four weeks prior to making travel arrangements. F5CA will respond to the request by either fax or e-mail."

8. AB 1887 Travel Prohibition

In Assembly Bill (AB) 1887, the California Legislature determined that "California must take action to avoid supporting or financing discrimination against lesbian, gay, bisexual, and transgender people." (Government Code (GC) section 11139.8 (a)(5).) To that end, AB 1887 prohibits a state agency, department, board, or commission from requiring any state employees, officers, or members to travel to a state that, after June 26, 2015, has enacted a law that (1) has the effect of voiding or repealing existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression; (2) authorizes or requires

discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression; or (3) creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression. (GC section 11139.8 (b)(1), (2).) In addition, the law prohibits California from approving a request for state-funded or state-sponsored travel to such a state. (GC section 11139.8, subd. (b)(2).)

The travel prohibition applies to state agencies, departments, boards, authorities, and commissions, including an agency, department, board, authority, or commission of the University of California, the Board of Regents of the University of California, and the California State University (GC section 11139.8, subd. (b).)

The law also requires the Attorney General to develop, maintain, and post on his Internet Web site a current list of states that are subject to the travel ban. (GC section 11139.8, subd. (e).) A current list of states subject to the travel ban are located at: <https://oag.ca.gov/ab1887>.

9. Actual and Allowable Costs

Actual costs incurred by Contractor, which are allowable costs, shall be substantiated with appropriate source documentation (e.g., payroll records). Contractor must retain files in Contractor's office headquarters based in California, or at the program service location where services are being provided. All support documentation must be retained for actual expenses incurred in the performance of this Agreement for auditing purposes and for program review, as required in the fiscal audit provision of this Agreement.

Allowable costs for this Agreement shall be limited to those expenditures that are: (1) in conformance with the approved Agreement and (2) for goods and services necessary to the project's operation at the time the costs are incurred. Any expenses not meeting these criteria may be disallowed.

10. Staff Expenses

Salaries of personnel who are providing services for more than one Agreement must be charged to each Agreement on a proportional basis and are only allowable for the time the employee is assigned to this Agreement.

Salaries must be adequately documented by time sheets signed by the employee and the immediate supervisor, payroll register, payroll warrant, employee personnel file and/or general ledger accounts. All reported salary costs shall be based on actual expenditures.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)**

1. Amendments

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as an amendment to this Agreement. No oral understanding not incorporated in the Agreement, nor unilateral written communication, is binding on any of the parties.

2. Timeliness

Time is of the essence in this Agreement.

3. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

4. Confidentiality

A) All data and information related to F5CA operations, which are designated confidential by F5CA or developed by Contractor and deemed confidential by F5CA, shall be properly safeguarded and protected by Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, F5CA paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

B) Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

C) Contractor shall immediately notify F5CA of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless F5CA authorizes the disclosure of the information in writing, Contractor shall use every means, to the maximum extent permitted by law and at no cost to F5CA, to protect the information from disclosure.

5. Conflict of Interest

A) F5CA intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of Contractor or employees, officers, and directors of Contractor. Thus, F5CA reserves the right to determine, at its sole discretion,

whether any information received from any source indicates the existence of a conflict of interest.

- B) If F5CA becomes aware of a known or suspected conflict of interest, Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by F5CA to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by F5CA and cannot be resolved to the satisfaction of F5CA, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

6. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. F5CA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

7. Assignment

This Agreement is not assignable by Contractor, either in whole or in part, without the consent of F5CA in the form of a formal written amendment.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Indemnification and Hold Harmless Requirement

Neither F5CA nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Contractor under, or in connection with any work, authority, or jurisdiction delegated to Contractor under this Agreement. It is understood and agreed, pursuant to Government Code section 895.4, Contractor shall fully defend, indemnify, and save harmless F5CA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth occurring by reason of anything done or omitted to be done by the Contractor under or in connection with any work, authority, or jurisdiction delegated to Contractor under this Agreement.

10. Lobbying, Political Activities, and Politicians

- A) Contractor shall not use Agreement funds for direct or indirect lobbying.

- (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure through any oral, written, or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of or decision-making regarding that specific piece of legislation, local ordinance, or ballot measure.
 - (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of or decision-making regarding that legislation, local ordinance, or ballot measure.
- B) Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- C) Contractor shall not feature the image or voice of any elected public official or candidate for public office, nor shall Contractor directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. News Releases And Publicity

Contractor shall inform F5CA Communications Office (916-263-1050) of any statements made to the news media regarding the operational procedures and status of work related to this Agreement and provide the F5CA Communications Office the opportunity to review and comment on any print or electronic news releases related to this Agreement prior to the release of information to the public.

12. Non-Discrimination Clause

During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. Settlement Of Disputes

Contractor shall attempt to resolve program, administrative, or fiscal disputes with the F5CA Project Representative. If the dispute is not resolved, Contractor may appeal the decision. Such an appeal can be made by submitting a written description of the issues and the basis for the dispute to the Chief Deputy Director of F5CA within thirty (30) calendar days of receiving an initial response from the Project Representative.

Within thirty (30) calendar days of receiving Contractor's written dispute, the Chief Deputy Director will review the facts of the dispute, and if deemed necessary, meet with Contractor for purposes of resolving the dispute. The Chief Deputy Director shall make a determination and shall send written notification of the decision to Contractor, together with the reasons for the decision, within sixty (60) calendar days of the receipt of Contractor's notification of the dispute. The decision of the Chief Deputy Director shall be final.

14. Termination For Cause

F5CA may terminate this Agreement and be relieved of any payments should Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, F5CA may proceed with the work in any manner deemed proper by F5CA. All costs to F5CA shall be deducted from any sum due to Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

15. Termination For Convenience

F5CA retains the option to terminate this Agreement without cause at F5CA's convenience, provided that written notice has been delivered to Contractor at least thirty (30) days prior to such termination date. If F5CA terminates this Agreement at its convenience, Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by Contractor (hereinafter referred to as "the notice date"). In such event, at the request of F5CA, Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or works in progress on the termination date. Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless Contractor receives written advance approval from F5CA. Any services

or deliverables for which Contractor is paid which are provided according to the procedures in this paragraph shall become the property of F5CA.

16. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by F5CA, Contractor shall stop work under this Agreement on the date specified in the written notice of termination. Contractor shall do all of the following:

- A) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- B) Assign to F5CA, effective on the date of termination, in the manner, and to the extent specified by F5CA all of the rights, titles, and interests for Contractor under the orders terminated, in which case F5CA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders.
- C) Settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval of F5CA to the extent F5CA may require. F5CA's approval shall be final for the purposes of this section.
- D) Upon the effective date of termination of the Agreement and the payment by F5CA of all items properly chargeable to F5CA hereunder, Contractor shall transfer, assign, and make available to F5CA all property and materials belonging to F5CA, all rights and claims to any and all reservations, Agreements, and arrangements with owners of media/PR materials, or others, and shall make available to F5CA all written information regarding F5CA's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment.
- E) Take such action as may be necessary, or as F5CA may specify, to protect and preserve any property related to this Agreement which is in the possession of Contractor and in which F5CA has or may acquire an interest.

17. Ownership of Products

- A) Notwithstanding whether or not it may be subject of a patent or a copyright and/or whether or not tangible, intangible, or intellectual, all products, deliverables, or any like items (the Property) that are produced, created, developed, or the like, during the term of this Agreement, and exclusively using F5CA funds, shall immediately become the sole and complete property of F5CA upon their creation.

- B) In the event that, during the term of this Agreement, other state or local funds are used in conjunction with funds from this Agreement for the production, creation, development, or the like of the Property, the Property may be considered shared property. Under these circumstances, the parties involved shall immediately determine the extent, if any, of the parties' shared ownership in the Property. This section applies whether or not the Property may be the subject of the patent or a copyright and/or whether or not the Property is tangible, intangible, or intellectual.
- C) F5CA reserves agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, conference, and any reimbursable publicity or educational materials to be made available for distribution.
- D) Contractor shall acknowledge the support of F5CA when publicizing the work under the Agreement in any media.

18. Copyrights and Ownership of Products

- A) F5CA shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all products created, provided, or developed under this Agreement, whether or not published or produced, belongs to F5CA from the moment of creation.
- B) F5CA retains all rights to use, reproduce, distribute, or display any products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- C) At any time Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, Contractor shall require the Agreement to include language granting F5CA the copyright for any products created, provided, developed, or produced under the Agreement and ownership of any products not fixed in any tangible medium of expression. In addition, Contractor shall require the other party to assign those rights to F5CA in a format prescribed by F5CA. For any products for which the copyright is not granted to F5CA, F5CA shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.

- D) All products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of F5CA. This notice shall be placed prominently on products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "First 5 California."

19. Information Security Incidents

Contractor agrees to notify F5CA in writing via e-mail of any use or disclosure of information not provided for by this Agreement of which it becomes aware within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, and theft), description of information that was compromised, and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

20. Return or Destruction of Data

Contractor agrees to notify F5CA within thirty (30) days of the completion of the purposes specified in this Agreement. Upon such notice, or upon expiration of the Agreement, whichever occurs sooner, F5CA will notify Contractor to either return all data files to F5CA or its designee in an agreed-upon format, or to destroy such data. If F5CA elects to have the data returned, Contractor agrees to return all files in writing within thirty (30) days of receiving notice to that effect. If F5CA elects to have Contractor destroy the data, Contractor agrees to certify the destruction of the files in writing within thirty (30) days of receiving notice to that effect. Contractor agrees that no data obtained or derived pursuant to this Agreement shall be returned when the data files(s) are return or destroyed, unless authorization in writing for the retention of such files(s) has been received from Contractor. Contractor shall ask F5CA for instruction under this Section if instructions have not been received within thirty (30) days after the expiration date. Further, if F5CA elects to have the data returned, Contractor agrees to deliver all documentation explaining the database structure, security provisions, logins, passwords, and relationships to other applications, such as a web server (front-end). The documentation provided shall list all tools necessary to maintain and support information system deliverables provided pursuant to this Agreement. Documentation also shall explain all relationships and logic necessary to recreate the production system in a new environment.

21. Release of Data or Products

Except as specified in this Agreement, Contractor shall not release or disclose any data or products created, produced, or developed pursuant to this Agreement to any person, except to Contractor's personnel, attorneys, prospective vendors,

Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, and distribution of the products. Products include, but are not limited to, drafts or works in progress. Contractor agrees to ensure that any agents to whom it provides the data, agrees to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. F5CA retains the right to approve any procedures employed by Contractor to comply with this provision.

22. Certification Clause

The Contractor Certification Clause, Form CCC 307, is hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

23. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

24. Resolution

A county, city, district, or other local public body must provide F5CA 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.

25. Human Subjects Protection and Data Security

To meet requirements for human subjects' protection under the state government institutional review board, Contractor shall:

- Follow protocols approved by the state Committee for the Protection of Human Subjects (CPHS) including use of relevant notices or consent forms provided by F5CA for early educators, parents, or other individuals indicated.
- Maintain local data securely by administrative, electronic, or physical safeguards in general accordance with the *CPHS Data Security Requirements* document: <http://www.oshpd.ca.gov/Boards/CPHS/DataSecurityRequirements.pdf>.



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: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: OCT 03 2017

SUBJECT: Amendment A02 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 A02 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, shifting funds for years 2 thru 4 to reflect actual expenditures invoiced 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 Marilyn Mann, Interim Director of Health and Human Services to sign Standard Agreement No. 15-10070, amendment A02.

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).

This amendment reflects shifting of funds between expense categories in years 2 through 4 of the contract due to actual expenditures. This amendment also revises the Scope of Work to coincide with Federal guidelines. Therefore we are asking the Board to approve this contract amendment, which makes the changes effective October 1, 2017.

ALTERNATIVES:


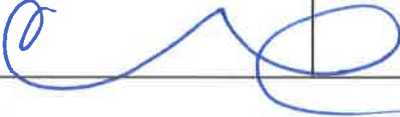

Your Board could choose not to approve the amendment which would mean that the county would not be able to shift costs according to actual expenditures.

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 federally funded through the State of California. There are no county general funds. This revenue will be budgeted in WIC (641916/641917) in object code Federal Grants (4555).

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>9-5-17</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>9/6/2017</u>
DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received)	 Date: <u>9/8/17</u>

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

Agreement Number 15-10070	Amendment Number A02
Registration Number:	

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

- This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name Also known as CDPH or the State
 California Department of Public Health
 Contractor's Name (Also referred to as Contractor)
 County of Inyo
- The term of this Agreement is: October 1, 2015 through September 30, 2019
- The maximum amount of this Agreement after this amendment is: **\$ 1,479,808**
 One Million Four Hundred Seventy Nine Thousand Eight Hundred Eight Dollars
- 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 is shifting of funds for fiscal years 2 through 4 of the Exhibit B, Attachments I and II Budget and Detail Worksheet in order to compensate the contractor for actual expenditures invoiced. Revised the Scope of Work accordingly to coincide with the Federal guidelines.*
- 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.

CONTRACTOR	CALIFORNIA 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	
Marilyn Mann, Interim Director, Inyo County Department of Health and Human Services	
Address	
568 West Line Street, Bishop, CA 93514	
STATE OF CALIFORNIA	
Agency Name	
California Department of Public Health	
By (Authorized Signature) 	Date Signed (Do not type)
Printed Name and Title of Person Signing	
Jeff Mapes, Chief, Contracts Management Unit	
Address	
1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377	
<input type="checkbox"/> Exempt per:	



State of California—Health and Human Services Agency
California Department of Public Health



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

EDMUND G. BROWN JR.
Governor

August: 9, 2017

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

TO: County of Inyo

FROM: California Department of Public Health (CDPH)

SUBJECT: AGREEMENT NUMBER, 15-10070 A02

Attached to this e-mail transmission is the referenced Contract/Interagency Agreement between the California Department of Public Health and the County of Inyo for your review and signature.

The General Terms and Conditions (GTC 610) is not provided. The GTC is available on the Internet at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> and can be downloaded and print for your files.

PLEASE NOTE.... Please contact me immediately if you encounter any problems during the transmission.

The project title for this Agreement is to provide; (Continuous WIC Services)

If you agree to the terms and conditions of this Agreement, please print, sign and return only the following:

- Two (2) original copies of the Standard Agreement Amendment (Std. 213A) signature page only (page one of the contract Agreement) both copies must bear original signatures;**
- One (1) original copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the agreement.**

Failure to complete and submit the required forms may result in the delayed approval of this agreement.



Women, Infants, and Children (WIC) Division
3901 Lennane Drive MS 8600, Sacramento, CA 95834
P.O. Box 997375 MS 8600, Sacramento, CA 95899-7375
(916) 928-8500 Internet Address: www.wicworks.ca.gov



Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide WIC Program benefits.

Activities to Support the Objective

Function 1: Assess that applicants meet eligibility criteria: 1) categorical, 2) residential, 3) financial and 4) nutritional risk. If applicants meet these four criteria, enroll eligible applicants and document ineligibles.

Function 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information.

Function 3: Provide and document health and social service referrals as appropriate.

Function 4: Accurately prescribe food benefits based on category preferences and individual nutritional need.

Function 5: Document an individual nutrition education plan (INEP) in the CDPH/WIC Division authorized management information system.

Deliverables

- A. Eligible participants are enrolled and receiving appropriate WIC benefits.
- B. Nutrition assessments are completed on all eligible WIC participants.
- C. Food benefits are prescribed accurately to all WIC participants.
- D. Appropriate referrals are provided to all WIC participants.
- E. All information on enrolled applicants is accurately documented in the CDPH/WIC Division authorized management information system. Each participant shall have an INEP which includes a goal and appropriate secondary education follow up plan.
- F. Ineligible applicants receive Notice of Ineligibility, and referrals if appropriate.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide nutrition education to all WIC participants.

Activities to Support the Objective

Function 1: Provide and document appropriate, evidenced-based, participant-centered education that is based on nutritional risk and participant concerns.

Function 2: Provide and document the minimum number of required nutrition education contacts per the participant's category and certification period.

Function 3: Provide high risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high risk criteria based on the participant's nutrition assessment.

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).

Deliverables

- A. Participants have appropriate initial and secondary nutrition education provided, based on the INEP and subsequent assessments.
- B. Document all participant nutrition education information in the CDPH/WIC Division authorized management information system.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using the CDPH/WIC Division authorized management information system.

Activities to Support the Objective

Function 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.

Function 2: Maintain and adhere to procedures for ensuring food benefits security, including the safe and secure transportation, receiving, handling and storage of all check stock, food benefits, laptops and portable printers.

Function 3: Maintain and adhere to procedures for fraud prevention including separation of duties.

Deliverables

- A. Food benefits are accurately issued.
- B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
- C. The handling procedures for check stock, food benefits, laptops, and portable printers meet program security standards.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective

Function 1: Contractor shall promote breastfeeding to all pregnant and postpartum women unless medically contraindicated.

Function 2: Provide and document evidenced-based, participant-centered breastfeeding education that enables women to make an informed decision regarding infant feeding.

Function 3: Refer participants to the peer counseling program or lactation specialist, as requested by the participant or recommended by the CPA.

Function 4: Make breast pumps and kits available to postpartum women.

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participant breastfeeding education information in the CDPH/WIC Division authorized management information system.
- C. Document breast pump issuance and the reasons for issuance in the CDPH/WIC Division authorized management information system.
- D. Maintain an accurate inventory of breast pumps.
- E. Maintain all breast pumps in a clean and working condition.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective

Function 1: Provide WIC Program information to and coordinate with health and social service organizations to encourage referrals to the WIC Program.

Function 2. Annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and local agency contact information.

Deliverables

- A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.
- B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, 6.A.6).
- C. ~~Include outreach activities in the Semi-annual Report.~~

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide technical assistance to WIC authorized vendors.

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 site visits, serving as a resource to existing WIC authorized vendors (vendor) both during the site visit and upon request in between visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

Function 3: Attend CDPH/WIC Division conducted LVL training as directed.

Function 4: Attend CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's local agency staff review and sign the Conflict of Interest Statement.
- C. Meet a minimum 90 percent performance standard of 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 WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- E. Provide WIC Program information and referrals to vendors, upon request.
- F. Conduct onsite preauthorization visits (OPV) on an as needed basis.
- 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.
- H. ~~Include LVL activities in the Semi-annual Report.~~

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 7: Farmers' Market Nutrition Program:

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using the CDPH/WIC Division authorized management information system; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance.

Activities to Support the Objective

Function 1: Issue WIC FMNP benefits to eligible participants based on established distribution protocol.

Function 2: Provide nutrition education to FMNP benefit recipients and document in the CDPH/WIC Division authorized management information system.

Function 3: Provide instruction and information to FMNP recipients on the proper use of the benefit and locations where it may be used.

Function 4: Designate an FMNP Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

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

Function 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP benefits assigned to the WIC local agency by CDPH/WIC Division.

Deliverables

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start Up Package that includes the following components:
1. Name and contact information of the WIC local agency's FMNP Coordinator;
 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
 3. A printed list of local WIC-authorized markets informing FMNP recipients of where to use FMNP benefits;
 4. Instructional guidance for recipients on how to use FMNP benefits;
 5. Plan for providing in-service training to WIC local agency staff on FMNP procedures; and
 6. Activities planned with local farmer's markets and market associations to promote program benefits and participation.
- B. Contractor shall document nutrition education contacts in the CDPH/WIC Division authorized management information system for all FMNP benefit recipients.
- C. Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. Contractor shall submit by February 15 a completed FMNP Year End Report reconciling the disposition (issued, lost, damaged, etc.) of all FMNP benefits assigned to the WIC local agency in the previous year.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 8: Breastfeeding Peer Counseling Program: N/A Not Applicable – Not part of this contract, content intentionally omitted

Objective: The WIC Breastfeeding Peer Counseling (BFPC) Contractors shall perform all the work required to administer and provide mother to mother breastfeeding support services to WIC mothers following the Loving Support guidelines for peer counseling services.

Activities to Support the Objective

Function 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Function 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Function 3: Provide regular supervision and monitoring of peer counselors.

~~Function 4: Prepare and submit activities and information regarding the BFPC Program as part of the required Semi-annual Report.~~

Deliverables

- A. A process for referring participants who would most benefit from mother to mother breastfeeding support to the Peer Counseling program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high risk issues outside of their scope of practice to the WIC designated breastfeeding expert.
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC designated breastfeeding expert, are documented in the program database.
- ~~D. Include BFPC information and activities in the Semi-annual Report.~~
- D. Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

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 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, 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.
- ~~B. Include RBL Program information and activities in the Semi-annual Report.~~
- ~~C. B. Contractor shall adhere to all fiscal procedures required for NSA restricted funds and keep continuous time reports for all staff performing RBL-related duties.~~
- ~~D. C. RBL shall provide activity updates to Regional WIC Directors each quarter or as requested by the CDPH/WIC Division.~~
- ~~E. D. RBL shall participate in meetings, webinars, and conference calls 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.~~

- III. Exhibit A, Scope of Work, has been revised in its entirety as attached.
- IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, has been revised in its entirety as attached.
- V. Exhibit A, Attachment II, Semi-annual Report Sample, has been deleted in its entirety.
- VI. Exhibit A, Attachment III, RAE Sample, has been updated to replace Exhibit A, Attachment II. All references to this attachment within this contract shall now read as follows:

Exhibit A, Attachment II, RAE Sample

- VII. Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System, has been updated to replace Exhibit A, Attachment III. All references to this attachment within this contract shall now read as follows:

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

- VIII. Exhibit B, Attachments I and II, have been revised in its entirety as attached.

**Exhibit B, Attachment I A2
Budget**

	Year 1		Year 2		Year 3	
	10/1/2015 - 9/30/2016	10/1/2016 - 9/30/2017	10/1/2017 - 9/30/2018			
Personnel	Budget	Budget	Budget	Budget	Budget	Budget
Total Salaries and Wages	173,452	180,214	180,214	180,214	(2,158)	178,056
Fringe Benefits	97,341	99,501	99,501	99,501	11,623	111,124
Personnel	270,793	279,715	279,715	279,715	9,465	289,180
Operating Expenses	Budget	Budget	Total	Budget	Budget	Budget
Minor Equipment	2,000	-	-	-	-	-
General Office Expenses	22,677	26,422	26,422	26,422	(8,198)	18,224
Training	1,820	1,820	1,820	1,820	(820)	1,000
Travel	8,180	4,426	4,426	4,426	(1,326)	3,100
Professional Certifications	725	725	725	725	-	725
Outreach	1,000	1,000	1,000	1,000	-	1,000
Media/Promotion	1,100	1,100	1,100	1,100	-	1,100
Program Materials	3,000	3,000	3,000	3,000	-	3,000
Vehicle Maintenance	3,700	3,094	3,094	3,094	(162)	2,932
Audit	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	19,704	19,704	19,704	19,704	-	19,704
Operating Expenses	63,906	61,291	61,291	61,291	(10,506)	50,785
Major Equipment	Budget	Budget	Budget	Budget	Budget	Budget
Telephone System	-	-	-	-	-	-
Information Technology Equipment	-	-	-	-	-	-
Vehicle (s)	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-
Major Equipment	-	-	-	-	-	-
Subcontracts	Budget	Budget	Budget	Budget	Budget	Budget
Subcontracts	Amendment A02	Amendment A02	Amendment A02	Amendment A02	Amendment A02	Amendment A02
	-	-	-	-	-	-
Indirect Costs	Budget	Budget	Budget	Budget	Budget	Budget
Indirect Costs	Amendment A02	Amendment A02	Amendment A02	Amendment A02	Amendment A02	Amendment A02
	29,787	30,768	30,768	30,768	1,041	31,809
Indirect Costs	29,787	30,768	30,768	30,768	1,041	31,809
TOTAL COSTS	364,486	371,774	371,774	371,774	-	371,774

Exhibit A
Scope of Work

1. Service Overview

- A. Contractor agrees to provide for the California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division (CDPH/WIC Division) the direct services at the local level described herein to operate the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) and to comply with all fiscal, administrative and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support and referrals to health care services.
- C. The purpose of this contract is to provide funds and expectations to support the delivery of services and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CFDA Program Title is Special Supplemental Nutrition Program for Women, Infants and Children.

2. Definitions

This list of definitions is for use with this Agreement.

- A. **Applicant** - An individual who has applied to participate in the WIC Program.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the United States Department of Agriculture's (USDAs) Loving Support® Model for a Successful Peer Counseling Program. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the local agency.

Exhibit A
Scope of Work

- D. **CDPH/WIC Division** means California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division - The Division within the California Department of Public Health that administers and oversees the WIC Program.
- E. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement.
- F. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency.
- G. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- H. **Designee** - A person who has been designated by the Contractor's ~~WIC Director~~ **Agency Director** and is authorized to sign an invoice on behalf of the Contractor.
- I. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration funds and funding from another source.
- J. **EBT** means Electronic Benefit Transfer - An electronic system that allows the issuing of food benefits via a magnetically encoded payment card.
- K. **Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, Administrative Sites, Training Centers, Warehouses and Storage Areas.
- L. **FFY** means Federal Fiscal Year - October 1 through September 30.
- M. **FMNP** means Farmers' Market Nutrition Program - A Federally-funded and regulated program that provides resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from farmers' markets to WIC participants.

Exhibit A
Scope of Work

- N. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- O. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- P. **INEP** means Individual Nutrition Education Plan - An individualized plan developed for each WIC participant to follow during participation in the WIC Program.
- Q. **LAIS** means Local Agency Inventory System - The inventory system used by the WIC Program to track all equipment purchased with WIC funds.
- R. **LVL** means Local Vendor Liaison - Local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- S. **MIS** means Management Information System - The CDPH/WIC Division's centralized data processing system used to collect and store information concerning participant eligibility, enrollment, food benefit issuance and redemption for local agencies.
- T. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- U. **NSP** means Nutrition Services Plan - The NSP is a tool for the CDPH/WIC Division to use in planning overall WIC Program Nutrition Services. Components of the plan include 1) the review of the effectiveness of current and/or past services, 2) the consideration of the most urgent needs of WIC participants in California, and 3) the planning of activities at the CDPH/WIC Division that will focus on addressing WIC participants' needs in the coming two years.
- V. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide consultative services related to nutrition and other topics.
- W. **Nutrition Coordinator** - A designated CPA that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- X. **Participant** - An individual who meets all WIC Program eligibility criteria and is enrolled in the WIC Program and receives nutrition benefits.

Exhibit A
Scope of Work

- Y. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.
- Z. **QAP** means Quality Assurance Plan - A general description of the methodology used to evaluate individual staff performances and areas of program management and operations to include at a minimum certification, nutrition education, breastfeeding promotion and support, provision of referrals and food instrument integrity and distribution.
- AA. **RAE** means Report of Actual Expenditure - The Contractor's year-end financial report.
- ~~BB. **Semi-Annual Report** - The report that is submitted by the Contractor to the CDPH/WIC Division regarding program operations. The first report will cover October 1 through March 31 and is due on April 30 of each FFY of the contract period. The second report will cover April 1 through September 30 and is due on October 31 of each FFY of the contract period.~~
- GG. **BB. Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- DD. **CC. ULO** means Unliquidated Obligations - Unpaid WIC Program financial commitments within a budget period.
- EE. **DD. USDA** means United States Department of Agriculture - the Federal agency that funds and implements the WIC Program throughout the United States.
- FF. **EE. WIC Clinic Sites** - A site that is solely designated for WIC services.
- GG. **FF. WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.
- HH. **GG. 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.
- II. **HH. WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- JJ. **II. WPPM** means the WIC Policy and Procedure Manual.

Exhibit A
Scope of Work

3. Service Location

- A. The services shall be provided at authorized WIC clinic sites within Contractor's service area, as listed in Exhibit B, Attachment III of this Agreement. Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Inyo County.

4. Service Hours

- A. The services shall be provided during the Contractor's normal business hours in addition to extended hours of operation to accommodate the needs of working and student applicants/participants.
- 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.

Exhibit A
Scope of Work

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>Afiya Boswell <u>Chris Camacho</u> Contract Manager</p> <p>Telephone: (916) 928-8887 <u>8897</u> Fax: (916) 263-3314 <u>440-5580</u> E-mail: <u>Afiya.Boswell@cdph.ca.gov</u> <u>Christopher.Camacho@cdph.ca.gov</u></p>	<p>Jean Turner <u>Marilyn Mann</u> Director, <u>Interim Director</u>, Inyo Department of Health and Human Services</p> <p>Telephone: (760) 873-3305 Fax: (760) 873-6505 E-mail: <u>jturner@inyocounty.us</u> <u>mman@inyocounty.us</u></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: Afiya Boswell <u>Chris Camacho</u> Local Operations Section</p> <p>3901 Lennane Drive Sacramento, CA 95834</p> <p>Telephone: (916) 928-8887 <u>8897</u> Fax: (916) 263-3314 <u>440-5580</u> E-mail: <u>Afiya.Boswell@cdph.ca.gov</u> <u>Christopher.Camacho@cdph.ca.gov</u></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: <u>ascott@inyocounty.us</u></p>

C. Either party may change the information in paragraphs A or B above by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

6. Contractor Responsibilities

A. Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor is provided a participant annual caseload for the term of this Agreement. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

Exhibit A
Scope of Work

<u>Budget Period</u>	<u>Caseload</u>
1. 10/1/15 – 9/30/16	400
2. 10/1/16 – 9/30/17	410
3. 10/1/17 – 9/30/18	410
4. 10/1/18 – 9/30/19	410

- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's authorized caseload and associated funding through a formal contract amendment.

2) Quality Assurance Plan

- a) The Contractor shall continue to maintain an internal Quality Assurance Plan and continuously review and evaluate the program services provided.
- b) If the Contractor is identified by CDPH/WIC as performing low on a statewide performance measure, then the Contractor shall incorporate the identified statewide performance measure into its Quality Assurance Plan (per WPPM 100-01). The Contractor shall collaborate with CDPH/WIC staff to (a) identify and implement one or more appropriate quality improvement activities that address the measure with the objective of improving performances on the measure and (b) routinely monitor results. These improvement activities and monitoring shall follow traditional Quality Improvement (QI) methods.
- c) For further information on QI methods, in its Nutrition Services Standards, Standard 16 Quality Improvement, USDA/FNS refers WIC agencies to the Quality Improvement Methodology web page hosted by the Health Resources and services Administration (HRSA): (<https://www.hrsa.gov/quality/toolbox/methodology/index.html>).

3) Program Monitoring

The CDPH/WIC Division shall conduct an on-site visit to ensure that the Contractor's program operations and fiscal management procedures are in compliance. On-site monitoring visits shall be performed at least once every two (2) years. The Contractor shall comply with all requirements of the program monitoring process.

4) Staffing Standards

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment II.

Exhibit A
Scope of Work

- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and clinical duties relating to certification, referral, outreach, education, planning and supervisory functions. Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant nutrition needs and oversee the development, implementation, and evaluation of the nutrition services plan, the quality assurance plan and nutrition related education, assessments, and nutrition related activities. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.
- d) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and clinical duties relating to certification, referral, outreach, education, planning, and supervisory functions.
- e) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the principle liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to their CDPH/WIC Division Contract Manager explaining how they will meet the fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I.

- f) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the WIC Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

- g) Breastfeeding Coordinator

The Contractor shall designate a CPA to serve in the role of the WIC Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide

Exhibit A
Scope of Work

breastfeeding services to participants in accordance with Exhibit A, Attachment I.

h) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point of contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

i) Dietetic Career Development Coordinator (**Only applies to contract with San Diego State University Research Foundation.**)

The Contractor shall designate one or more staff to serve in the role of the Dietetic Career Development Coordinator to be the point of contact to the CDPH/WIC Division and provide the following services:

1. Provide technical assistance to the five (5) WIC-based dietetic internships and WIC staff interested in becoming a dietitian.
2. Provide outreach services related to dietetic internships to various state and national organizations.
3. Provide written and verbal communication updates regarding meeting performance outcomes to the CDPH/WIC Division.
4. Ensure that dietetic internships comply with Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). This includes the requirements to have a full-time internship program director and for dietetic internships to provide at least 1200 hours of supervised practice to meet defined competencies by ACEND.
5. Work with dietetic interns to complete the mandatory review process to pass the Registered Dietitian (RD) exam. Funding of project is contingent on meeting performance outcome standards.

j) Dietetic Intern Program (**Only applies to contracts with Clinica Sierra Vista, Northeast Valley, PHFE, San Diego State University Research Foundation and United Health Centers of the San Joaquin Valley.**)

The Contractor shall coordinate and maintain an Academy of Nutrition and Dietetics accredited WIC-based dietetic internship program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Qualified applicants seeking Community Nutrition focus are to be given priority in the candidate selection process. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide; i.e., letter and/or WIC website. Provide quarterly status reports and information to the CDPH/WIC Division's Dietetic Intern (DI) Coordinator, regarding the RD exam pass rate, intern data, site visit evaluations, costs,

Exhibit A
Scope of Work

and other relevant information related to the in kind internships. Work with other internship directors, DI Coordinator, and state representatives to address challenges, acknowledge accomplishments, and make recommendations on ways to sustain quality of services. Funding of project is contingent on meeting performance outcome standards.

5) Professional Certifications

The Contractor shall ensure professional staff listed in Exhibit A, Paragraph 6.A.4) above, and identified on Exhibit B, Attachment II maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant subscriptions or memberships to businesses, and professional and technical periodicals or organizations.

6) Program Materials

The Contractor shall utilize CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. Prior to purchasing, using, or developing other materials, the Contractor shall request and receive approval from the CDPH/WIC Division.

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide mandatory training on Civil Rights, Alcohol and Drug Abuse, National Voter Registration Act, and Code of Conduct training once every 12 months to all staff. Newly hired staff shall have the mandatory training within three (3) months of employment, and subsequently, once every 12 months.
- c) The Contractor is responsible for assessing staff and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

Exhibit A
Scope of Work

8) Travel

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

9) Data Collection

Data collection and management information systems required by the CDPH/WIC Division shall be utilized to address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection and/or management information system provided by the CDPH/WIC Division.

10) Program Reporting Requirements

- a) ~~The Contractor shall complete and submit a Semi-annual Report on program operations:~~
 - ~~The first report will cover October 1 through March 31 and is due on April 30 of the each budget period of the contract.~~
 - ~~The second report will cover April 1 through September 30 and is due on October 31 of each budget period of the contract.~~
 - ~~The Semi-annual Report will include updates regarding the services outlined in Exhibit A, Attachment I. Refer to Exhibit A, Attachment II, Semi-annual Report Sample.~~
- b) The Contractor shall complete, submit, and update a NSP every two years that is consistent with the CDPH/WIC Division nutrition education goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Clinic Site Changes

- a) The Contractor shall keep open and continue services at the approved WIC clinic sites under this Agreement as approved and listed in Exhibit B, Attachment III.
- b) The Contractor may not create temporary sites, and/or outreach, enrollment, or education sites without written approval from the CDPH/WIC Division.

Exhibit A
Scope of Work

- c) The Contractor must receive written approval from CDPH/WIC Division prior to entering into any contractual agreement for new WIC clinic sites.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a site that is not approved by CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) If the opening or closure of WIC clinic sites will result in a caseload increase or decrease, appropriate funding changes will be made through a formal contract amendment.
- f) Based on unmet need data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC clinic sites need to be opened to serve an unmet need in a specific service area. If so determined, the CDPH/WIC Division will first work with existing contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential contractors to open additional sites based on CDPH/WIC service site location needs. If CDPH/WIC Division determines that a site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the site, address participant access needs, and amend the contract accordingly.
- g) The Contractor shall obtain CDPH/WIC Division written approval prior to relocating or closing an existing WIC clinic site. The Contractor shall submit a justification package to their CDPH/WIC Division Contract Manager.
- h) The CDPH/WIC Division will base their decision on reviewing the Contractor's justification, as well as using state-derived data reports and/or other verifiable data sets that demonstrate unmet need among eligible WIC populations. Other evaluation criteria may be considered at the discretion of the CDPH/WIC Division.

12) Time Reporting Requirement

The Contractor shall make available all time studies upon request of the CDPH/WIC Division.

- a) Time Studies
The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week a month or one (1) month per quarter. All staff providing WIC services, directly and indirectly are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding.

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Scope of Work

- b) The Time Studies shall be reported in accordance with Paragraph 13) below as part of the Report of Actual Expenditure (RAE) process.
- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)
The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties as outlined in Exhibit A, Attachment I, Task 7.
- d) Continuous Time Reporting - Breastfeeding Peer Counseling (if applicable)
The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 8.

13) Report of Actual Expenditure Requirement

- a) The Contractor shall submit, no later than December 15th, following the end of each FFY of this Agreement, a Report of Actual Expenditures (RAE) packet (Refer to Exhibit A, Attachment III, RAE Sample). The RAE packet must be submitted to the CDPH/WIC Division in physical and electronic form, and must include:
 - 1. A copy of the final undisputed invoice for the FFY. The RAE packet cannot be completed until the final invoice for the FFY has been approved and all obligations have been liquidated.
 - 2. An Expenditure Worksheet;
 - 3. A RAE NSA Operating Expenses Worksheet;
 - 4. An Agency Time Sheet Summary; and,
 - 5. A RAE Worksheet.
- b) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth (1/6) (approximately 18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth (1/6) (approximately 18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

Exhibit A
Scope of Work

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA minimum expenditure requirement published each year around October. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 5.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any procurement purchase exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 3.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventoring, and proper disposal of all equipment and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D (F), Provision 4.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed in Exhibit A, Paragraph 6.A.8) and also for transportation of supplies needed for WIC Program operations.

Exhibit A
Scope of Work

- b) The Contractor shall follow the requirements detailed in Exhibit D(F), Paragraph 4.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows: Legal Owner is the California Department of Public Health; Registered Owner is the Contractor's Legal Name.
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph 4.B.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance over \$500; the Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and Technical Support Services

- a) The Contractor shall secure local information technology support services and infrastructure to maintain an appropriate network.
- b) The Contractor is responsible for the implementation and ongoing support of its wide area network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, hardware, and security on the local side of the network.
- c) The Contractor must have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- d) The Contractor shall secure local information technology support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment;
 - 2. Allow workstations and other WIC devices to communicate via TCP/IP through the CDPH/WIC Division router to access WIC resources in the CDPH/WIC Division network; and
 - 3. Allow printers and other WIC devices to be able to receive TCP/IP communication through the CDPH/WIC Division router from resources within the CDPH/WIC Division network. Allow video conferencing equipment to be able to communicate with CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- e) The Contractor shall support implementation and maintenance of WIC technology activities:

Exhibit A
Scope of Work

1. Implement infrastructure and devices needed to perform WIC Program business; and
 2. Maintain workstations, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
- f) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed; and
 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or in the State network.
- g) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
1. Install, maintain, and configure the operation systems, device drivers, and applications software used by the Contractor's staff for performing WIC Program operations; and
 2. If software or hardware is not performing as expected, contact the manufacturer for resolution.
- h) The Contractor shall ensure proper security of local network systems and WIC data:
1. Ensure that the devices in the local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network; and
 2. When data traverses wireless networks and/or the internet, communications shall be protected with a minimum of 128 bit encryption through an encryption network.
- i) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, video conferencing, implementation of a new management information system, and implementation of an electronic benefit transfer system. The Contractor shall support the implementation of State information technology projects by following the instructions provided by the CDPH/WIC Division. The instructions may include requirements to use

Exhibit A
Scope of Work

CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to schedule enrollment appointments and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (Only applies to contracts with Alameda County, American Red Cross, Community Resource Project, Planned Parenthood of Orange and San Bernardino Counties, Riverside County, Shasta County and United Health Centers of the San Joaquin Valley.)

The Contractor shall provide a Regional Training Center for use by local agency trainers and/or the CDPH/WIC Division trainers to conduct breastfeeding trainings, breastfeeding peer counseling trainings, and various local agency training and vendor training provided to local agency staff. The Contractor shall maintain a training room facility; site logistics including tables and chairs; and appropriate equipment such as computers, CDPH/WIC Division authorized management information system, copiers, screens, and other training equipment and internet access necessary for trainings.

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 H(III), 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

Exhibit A
Scope of Work

- 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.

25) Translation Review Services – Education Materials (only applies to Local Agencies that receive funding for this service).

The contractor shall designate one or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to contractor will include timeframes with specific delivery dates expected for completion of the translation services.

B. Local Agency Specific Services

Please see Exhibit A, Attachment I, Local Agency Specific Services, Services to be performed.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Approve a prior year (FY16/17) invoice for payment to Bakersfield Behavioral Healthcare Hospital.

DEPARTMENTAL RECOMMENDATION: Request Board ratify and approve payment of the invoice for the provision of psychiatric inpatient services in an amount not to exceed \$3,664 for the period of November 28th 2016 until December 2nd 2016.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This invoice is coming to you late due to a very short turnaround between receiving the invoice and the year-end accrual window. The invoice is for a 4 day psychiatric inpatient stay by an Inyo County resident at the Bakersfield Behavioral Healthcare Hospital. The invoice was received and forwarded to the CAO's office for approval on August 24th, 2017, which did not allow significant turnaround time prior to the accrual period ending and the FY16/17 books closing. Therefore, we are respectfully requesting your Board's approval to pay this invoice retroactively in the fiscal year 17/18.

ALTERNATIVES:

Your Board could choose not to approve payment for this invoice. This could complicate future dealings with the Bakersfield Behavioral Healthcare Hospital as it is the Mental Health Plan's responsibility to pay.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Mental Health Realignment. This expense is budgeted in Mental Health (045200) in Support and Care (5508). No County General Funds.

APPROVALS
AUDITOR/CONTROLLER: [Signature]
ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)
Approved: [Signature] Date: 9/13/17

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 9/13/17

6618370755

BBHH

12:24:47 p.m. 08-24-2017

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PAGE 1 OF 1

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58 INSURED'S NAME EVALIA	59 REL 18	60 INSURED'S UNIQUE ID 606344073	61 GROUP NAME	62 INSURANCE GROUP NO.
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63 TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18
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- Consent Hearing
 Scheduled Time for
- Departmental
 Closed Session
- Correspondence Action
 Informational
- Public

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Approval to hire an Assistant to the HHS Director.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for this requested positions exists in non-General Fund and I.C. GOLD Fund 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 qualification for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Assistant to the HHS Director at Range 70 (\$4,479 - \$5,448).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Administrative Assistant to the HHS Director recently became vacant as a result of the employee accepting another position within HHS. This position is the right hand to the HHS Director, as well as providing support to the HHS management team, and is a busy job with a high volume of work in the areas of: managing the preparation, routing and administrative problem-solving of Board agenda items; the assurance of coordination and completion of administrative forms and details between the County Personnel system and the State Cooperative Personnel Services; being in a lead role between HHS and Red Cross of Los Angeles around preparation and details of disaster preparedness for shelter care; being the HHS gatekeeper for the large volume of HHS requests/needs for services to Information Services, Public Works, County Counsel, Personnel, and Motor Pool; being the interface and keeper of critical information between the HHS Director and four (4) different California state departments that regulate HHS services, Inland Counties Emergency Medical Services, multiple local HHS advisory councils, various local coalitions, two Managed Care entities, various statewide associations for HHS directors, as well as the usual County-level interface between any Department Head and local partners. The Department respectfully requests authorization to recruit and hire an Administrative Assistant to the HHS Director.

ALTERNATIVES:

Your Board could deny this request, resulting in a significant loss of HHS availability to respond to political and workforce needs and problems.



OTHER AGENCY INVOLVEMENT:

Various State departments and associations, County Administration

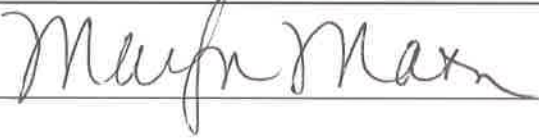
FINANCING:

State and Federal funding, Health Realignment and Social Services Realignment. This position is budgeted as follows: 20% Health (045100); 20% Mental Health (045200); 50% Social Services (055800); 5% ICGOLD (056100); and 5% ESAAA (683000) in the Salaries and Benefits object codes.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>9/18/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>9/14/17</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

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

 Date: 9/21



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Request to hire an Office Technician III in the Aging and Social Services division.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Interim 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 Office Technician III at Range 63 (\$3,791 - \$4,613); and
- D) If an internal candidate is hired into the Office Technician III position, authorize HHS to backfill the resulting vacancy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Office Technician III in the HHS Aging and Social Services Division recently became vacant as the employee accepted a position in another HHS division. The Office Technician III position provides direct support to the HHS Deputy Director, Social Services and Aging Programs, who manages the Adult and Children's Social Services programs, the Employment and Eligibility programs, the FIRST program and the Aging Services programs, including Adult Protective Services, In Home Supportive Services (IHSS), Eastern Sierra Area Agency on Aging (ESAAA) and Inyo County's Growing Older, Living with Dignity (I.C. GOLD). The position monitors the multiple task deadlines of the Deputy Director's position, tracks mandated training requirements, coordinates purchasing and work order issues for the various sites, and assists with other administrative duties as needed. The Office Technician III position also supervises three Office Clerk staff in both the Bishop and Lone Pine offices, as well as providing reception and general clerical duties for the very busy Employment and Eligibility front office. The position also provides basic support to supervisors of the Division programs in addressing administrative details as assigned by the HHS Deputy Director.

The Department is respectfully requesting authorization to recruit and hire an Office Technician III in the Social Services Division. In addition, should the vacancy be filled by an internal candidate, resulting in a vacancy within the same division, the Department respectfully requests authorization to recruit and Hire an Office Clerk II to fill the resulting vacancy.



ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Office Technician III position. This would severely impact the oversight of the busy front office of Employment and Eligibility, which may impact consumer service, data entry, and timely response to building issues. Additionally, these duties, which would be absorbed by existing staff and the HHS Deputy Director, may result in a failure to meet multiple deadlines and with the Deputy Director being left with insufficient support to address the wide-range of administrative details.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile and Adult Probation, Toiyabe Family Services, local Indian tribes, Behavioral Health, Public Works, Fiscal, Sheriff's Office, District Attorney, Bishop Police Department and Wild Iris.

FINANCING: State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>9/13/2017</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>9/13/17</u>

DEPARTMENT HEAD SIGNATURE:  Date: 9/18/17
(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 20

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Request to hire one full time Integrated Case Worker III in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Interim 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; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Integrated Case Worker III at Range 67 (\$4,170 - \$5,062); and
- D) If an internal candidate is hired into the Integrated Case Worker III position, authorize HHS to backfill the resulting vacancy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An Integrated Case Worker III in our Employment and Eligibility Division recently accepted a supervisory position within the same division, resulting in a vacancy. The ICW position remains critical to the functioning of this division, which processes a high volume of client applications, determining eligibility and authorizing services for a wide range of programs. The Integrated Case Worker III, which is able to act in a lead role, helps to increase our technical resources. This position demonstrates a strong and thorough knowledge of the regulations and technical requirements of the various programs, including but not limited to Medi-Cal, Cal Fresh, CalWORKs, WIA, TANF and General Relief and acts in the role of a first contact person for staff to utilize when needing direction on how to proceed. Additionally, the position will continue to provide core services, as well as provide training and support to new staff in learning the various program requirements. This position allows supervisory staff time to focus on quality control activities, as well as allows sufficient time to effectively address production and performance issues.

The Department is respectfully requesting authorization to hire an Integrated Case Worker III in the HHS Social Services Eligibility and Employment division. As there may be an internal candidate who meets the qualifications for the ICW III position, the Department is also respectfully requesting that if an additional vacancy is incurred by the movement of an ICW II to an ICW III position that the Department be authorized to fill the resulting vacancy.

ALTERNATIVES:

The Board could choose to not allow HHS to fill this vacancy, which would result in the regulatory and technical support remaining at its current level, and would likely result in overtime requirements for current ICWs and the

possibility of increased error rates and audit exceptions, especially as major changes and caseload increases due to health care reform continue to impact staff.

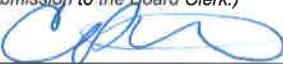

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. This position is budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

APPROVALS

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>9/13/2017</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>9/13/17</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 9/18/17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: Kammi Foote, Clerk-Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Acquisition of New Voting System

DEPARTMENTAL RECOMMENDATION:

Request Board:

1. Authorize the Clerk-Recorder to declare Dominion Voting Systems as the successful bidder for the lease or purchase of a New Voting System; and
2. Authorize the Clerk-Recorder to enter into further negotiations with Dominion Voting System for the purchase or lease of a New Voting System;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The current voting system was purchased from Sequoia Voting Systems in 2005 after the previous punch-card system was decertified in response to national concerns raised during the 2000 Presidential election. The funding for that purchase – approximately \$700,000 -- derived from a combination of the Help America Vote Act (HAVA), California's voter approved Proposition 41 and matching General Fund monies.

In 2007, Secretary of State Debra Bowen decertified, and then conditionally recertified, the hardware and software of the Sequoia voting system. At present, Inyo County still uses this voting system (now owned by Dominion Voting). Most Inyo County citizens vote on a paper ballot that is tabulated with an Optech scanner at the Central Count Location in Independence. In addition, each voting location is supplied with one federally mandated accessible Edge II touch screen voting machine.

Due to the increasing unreliability of the County's aging voting equipment, and changes in technology and voting laws, it was recommended that the County develop a plan for replacing the voting system before the 2018 election.

On June 1, 2017 an RFP was issued for a New Voting System. The County received four responsive proposals from the following voting system vendors: Hart Intercivic, Dominion Voting Systems, E.S. & S. and Clear Ballot.

In the RFP, the County encouraged all organizations and firms that responded to the RFP to identify a multiplicity of procurement options for the County's consideration, including: lease, purchase; lease-to-purchase; joining with a consortium of counties; or any other procurement option. Please see the attached excel spreadsheet for how the New Voting System RFPs were scored.

As per page 10 of the RFP, discussions may take place with the finalist to clarify the proposal and obtain a best and final offer. The Clerk-Recorder is asking the Board of Supervisors through this Agenda item to authorize approval to declare Dominion Voting Systems as the finalist for the lease or purchase of a New Voting System so that we me further negotiate with them for a best and final offer. The Clerk-Recorder will bring the final offer, with a contract, before the Board of Supervisors for final approval.

ALTERNATIVES:

- The Board could deny approval of any successful bidder through this RFP
- The Board could approve awarding a different voting system vendor as a successful bidder

OTHER AGENCY INVOLVEMENT:

Information Services

FINANCING:

The cost for the purchase of a New Voting System in the 2017-2018 Fiscal Year Budget could be funded by an Operating Transfer from the Elections Innovation Fund, contingent upon the approval of future budgets.

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
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 09/27/2017
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 9/27/2017
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: 9/27/2017

New Voting System RFP

Organization name/Contact	High Speed Scanners	Accessible Units	Additional Hardware	Cost for Software, Services & Support	Additional Costs	Total annual cost	12. Certification
Clear Ballot Ingrid Giordano 7 Water Street, Ste 7 Boston, MA 02109 ingrid.giordano@clearballot.com 214-642-6293							12. Certification Not currently certified, Not a complete solution
ES & S Lawrence Tonelli 1714 Bilbao Drive Santa Maria, CA 93454 larry.tonelli@essvote.com 315-559-1653							Certified in 2005
Dominion Voting Steven Bennet 1201 18th Street, Suite 210 Denver, CO 80202 steven.bennett@dmnionvoting.com 909-362-1715	\$25,000.00	\$8,565.00	\$15,050.00	\$28,000.00 (with discount)	\$19,450.00	\$38,702.53 (with discount applied. This is the annual cost over an 8 year period)	Certified in 2016
Hart Phillip Braithwaite PO Box 80649 Austin, TX 78708-0649 info@hartic.com 800-223-HART	\$37,225.00	\$6,015.00	N/A	\$106,035.00	\$20,585.00	\$76,228.00 (with discount applied. This is the annual cost over a 10 year period)	Will be certified by January 2019



COUNTY OF INYO

REQUEST FOR PROPOSALS

RFP

New Voting System

June 1, 2017

SUBMIT PROPOSALS TO:

**Inyo County Board Clerk
RFP- New Voting System
P.O. Box Drawer N
Independence, CA 93526**

SECTION 1: INTRODUCTION

1.1 Proposal Goals

General Summary

The basis for issuing this Request for Proposal (RFP) to vendors is to obtain a new Voting System, including software, hardware and related system services to replace the Voting System currently used by Inyo County. California Elections Code section 19006(a) requires that the County of Inyo use a voting system that the Secretary of State has approved for use in California. Still, the County of Inyo encourages all organizations and firms that are developing voting systems that have yet to obtain approval from the Secretary of State to respond to this RFP, especially if those organizations and firms are nearing the testing phase of their systems.

Technical Summary

The County of Inyo is seeking proposals for a new voting system. The selected Respondent shall provide software support, hardware support, training, maintenance, warranties and include associated costs in the proposal. The information provided by Respondents through this RFP will be evaluated and used in the selection of the County's new Voting System.

To ensure the availability of a fully functional and adequate Voting System for the County's upcoming election timetable, any proposed Voting System must be duly certified by the California Secretary of State prior to **January 2019**.

The County requests that all respondents propose a complete solution that clearly describes and defines required and optional hardware, software and implementation services.



1.2 About the Organization

The County of Inyo is a governmental organization

Inyo County, California was organized in 1866 from land set aside from Mono and Tulare Counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California.

According to census information, the population of Inyo County in 2013 was estimated to be 18,467 and showed an increase of 2.9% over the 2000 census. The census also reports

a median household income of \$45,000 or 27% below that of the California median, and a median value of owner-occupied homes of \$246,200 or 36% below that of the California median. Census data indicates 7,910 Inyo County households in 2012.

While the County seat is located in Independence, the population center of the county is approximately 45 miles to the north in Bishop, California. Bishop and its immediate suburbs host a population of approximately 12,000.

In addition to conducting Federal, State and County elections, the Inyo County Elections Department conducts elections for 17 Special Districts, six school Districts, two hospital districts, a community college district, a resource conservation district and the municipal elections for the only incorporated city in the County of Inyo – the City of Bishop.

There are 68 regular voting precincts that are consolidated into an average of 15 in person polling place precincts and 6 vote-by-mail precincts.

Inyo County has not yet made a commitment to adopt SB 450 – the Voter’s Choice Act, but is one of 14 California Counties that is authorized to adopt a Vote Center Model per SB 450 in 2018. Adoption of SB 450 would be contingent on the purchase of a New Voting System that could accommodate the technical requirements of SB 450, as well as other factors.

Services must be provided over a large area without benefit of abundant revenue

One can surmise from this data that Inyo County has a population density of less than 2 persons per square mile. Services must be provided over a large geographical area. The County has limited funds to provide services due to low tax revenues resulting from less than 2% of land in the county being privately owned, and corresponding low population, low income and low property values of the area.

The County budget is approximately \$95 million dollars with approximately \$56 million dollars comprising the General Fund.

Inyo County is a slow growth area

Only approximately 2% of the land in Inyo County is privately held. The City of Los Angeles Department of Water and Power and the Federal Government own the larger balance of land in the county. Lacking land available for expansion, very little growth in population and revenue is anticipated in the immediate future.

1.3 Issuing Agent

Project Sponsor

This project is governed by the County of Inyo Technology Initiative Policy. The Inyo County Elections Department is sponsoring and managing this project in conjunction

with the Inyo County Information Services Department. Respondents are specifically instructed to NOT contact any elected officials or County employees for meetings, conferences or technical discussions related to the RFP, excepting the Inyo County Clerk/Recorder & Registrar of Voters, Kammi Foote, who is the project sponsor. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response. All communications with the County regarding this RFP (other than the formal submittal) should be via email and directed to:

Kammi Foote, kfoote@inyocounty.us

1.4 Current Environment

Current Voting System was purchased in 2005

Inyo County's current voting system was purchased from Sequoia in 2005. The voting system includes an election tabulation server, two vote tabulation laptop computers, an air-gap laptop computer, five central vote tabulation scanners, 45 touch screen voting machines, 50 VVPAT printers, PCMCIA cards, Memory Packs (for scanners), two memory pack readers and 20 card activator machines.

Elections are typically conducted in November of odd-numbered years, June of even numbered years and November of even-numbered years.

There are 68 regular voting precincts that are consolidated into an average of 15 in person polling place precincts and 6 vote-by-mail precincts.

There are approximately 10,000 registered voters of which over 65% vote by mail.

Currently all votes cast are counted at a central count location in Independence, California.

There are no current Department of Justice requirements to provide ballots or other voting materials in languages other than English, except that the Elections Department must provide facsimile translations of ballots in Spanish at polling places on Election Day.

1.5 Technology Vision

The County wishes to implement appropriate technology to conduct all Federal, State, County, City and District elections in Inyo County that will be supported for at least ten years. The County encourages all organizations and firms that respond to this RFP to identify a multiplicity of procurement options for the County's consideration, including: lease; purchase; lease-to-purchase; joining with a consortium of counties; or, any other procurement options.

SECTION 2: FUNCTIONAL REQUIREMENTS

2.1 Overview

Project Goals

The basis for issuing this Request for Proposal (RFP) to vendors is to obtain a new Voting System, including software, hardware and related system services to replace the Voting System currently used by Inyo County. California Elections Code section 19006(a) requires that the County of Inyo use a voting system that the Secretary of State has approved for use in California. Still, the County of Inyo encourages all organizations and firms that are developing voting systems that have yet to obtain approval from the Secretary of State to respond to this RFP, especially if those organizations and firms are nearing the testing phase of their systems, and can provide assurance that their system will be duly certified by the California Secretary of State prior to January 2019.

The list below represents the initial criteria that the County considers to be necessary elements of a new Voting System. Since these criteria are the initial basis for a new system, all organizations and firms must indicate in their responses whether their proposed systems include or meet each of the individual criterion or, if any criterion is currently not associated with a Responder's current system, when/whether the Responder's proposed system will include such criterion.

1. Functionality

- a. Approved by the Secretary of State for use in California before the County obtains the new system.
- b. Designed for votes to be cast and tabulated using paper ballots, as required by the California Secretary of State
- c. Designed so that all or part of the system's software operates using open source software. (While desirable, this is not required for a successful bid)
- d. Accommodates the formatting of multiple-language ballots and is designed to integrate additional languages with minimal preparation of and modification to the overall system.
- e. Requires the staging of either one piece of accessible voting equipment per polling place as per the Help America Vote Act (HAVA) or up to three pieces of equipment per Vote Center for each polling place to meet the requirements of SB 450 – The Voter's Choice Act
- f. Utilizes high-speed scanners to tabulate vote-by-mail ballots.
- g. Meets or exceeds the most recent security standards set as minimum requirements for voting systems by the Election Assistance Commission and the California Secretary of State.
- h. Includes auxiliary battery power to run polling place equipment for at least two hours of continuous use.
- i. Designed with minimal moving parts to reduce maintenance and associated costs of any mechanical operations.

- j. Includes clearly written documentation available before implementation for both hardware and software functions and provides instruction and reference materials for all system-related processes.
- k. Produces easily customizable reports containing any audit data or other information collected by the system.
- l. Logs all normal and abnormal events and ensures that event logging cannot be disabled or altered.
- m. Allows for reporting results in near real time in such manner that does not require elections personnel to manually prepare and post results-related information.

2. Usability/Transparency

- a. Accessible to all voters, including those with physical and visual impairment, -to cast ballots in an independent and confidential manner, as per the Help American Vote Act of 2002 (HAVA) standards
- b. Provides fully accessible and intuitive features for all voters.
- c. Promotes intuitive setup and operation of equipment in the polling places.
- d. Indicates how the system tallied each vote on every ballot.
- e. Issues all result reports, ballot tally files, audit logs, in open data formats (machine-readable) and human readable formats to increase the scope of election transparency.
- f. Collects and then converts the election information in a manner that facilitates the County's ability to provide reports in data formats and styles requested from other agencies, the media, and members of the public.
- g. Designed so that the County can transport equipment using minimal resources and requires a small footprint inside delivery vehicles.
- h. Allows elections personnel to set voting patterns when preparing logic and accuracy testing.
- i. Allows elections personnel to meet the pre-election testing requirements for automated reporting established by the California Secretary of State in such a manner that does not require manual results generation.

3. Results Reports

- a. Produces rapid, versatile, and easily customizable reports, including in real-time, when issuing results reports on Election Night.
- b. Provides easily customizable reports for a wide variety of purposes, including the reporting of partial election returns throughout Election Night, final unofficial election returns, and canvass reports.
- c. Organizes and exports data in a variety of formats including but not limited to TXT (delimiter-separated), CSV, XLSX, PDF, and XML/EML that the County can upload to its website and provide to the Secretary of State, the media, etc. with minimal intervention.

4. Adaptability

- a. Anticipates the County modifying its use of the system or the system's components in response to changes in law such as the possible implementation of

- Senate Bill 450 that would allow the County to conduct mail-ballot elections with voting centers staged at multiple locations in the County.
- b. Implemented in the County under a possible final agreement that institutes a purchase, lease, lease-to-own, or any other mechanism that best suits the County's interests in obtaining a new system.
 - c. Allows the County to obtain the new system and its components and also provides the County with the flexibility throughout the term of the agreement to upgrade components, including software, when improvements to the new system become available, including an option to fully replace the new system.
 - d. Allows the County to continue to select how all voting-related services are obtained such as for ballot printing and translations without restrictions from the design of the new system.
 - e. Amenable and compatible with off-the-shelf hardware such as lap-tops and touch screens to allow equipment to be replaced due to age and changes in laws and regulations to confer future cost savings on the County.

SECTION 3: PROPOSAL INSTRUCTIONS

3.1 General Conditions

Proposal Cost

Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County of Inyo to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County of Inyo, or participating in any selection interviews.

Basis of Selection

The County reserves the right to reject any and all Proposals, or any part of a Proposal. The County reserves the right to waive variations from the specifications that do not render a Proposal non-conforming. The County retains the right to disregard non-conformities, non-responsive Proposals or conditional Proposals in the best interest of the County.

In evaluating Proposals, the County shall consider the qualifications of the Proposers and whether or not the Proposals comply with the prescribed requirements of the Proposal Documents as specified in this RFP.

The County may consider the qualifications and experience of Proposers and the type of training for Inyo County Elections Department employees can expect to be provided by a Proposer, suitability for use by the County and hardware and software, including materials, equipment.

The County may conduct such investigations, as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Proposers, proposed subcontractors, and other persons or organizations to

do the Work in accordance with the proposed contract and requirements of this RFP to the County's satisfaction within the prescribed time.

The County reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation described in this section by the County to the County's satisfaction. If a contract is awarded to a Proposer as a result of this RFP, it will be awarded to the lowest, conforming responsible Proposer that best meets the requirements of the County and the Registrar of Voters, in the sole judgment of the County.

Any Proposal must remain valid for ninety (90) days after the date of receipt of Proposals. Proposers are encouraged to offer a longer term for how long the proposal is guaranteed, and should state so in writing. If a contract is to be awarded to a Proposer as a result of this RFP, the County will issue the Notice of Award to the successful Proposer within the longer of ninety (90) days after the date of receipt of Proposals, or the time period the Proposer guarantees. The County reserves the right to return all Proposals, not make any awards, and cancel the project and this RFP, or to reject all Proposals and resolicit for proposals or not, at the County's option.

Criteria for ranking are as follows:

1. Proposer must state in writing within the Proposal submission that all proposed equipment and software has or will be certified in accordance, California Elections Code section 19006(a) on or before January 1, 2019. In the event that Proposer fails to meet this requirement after award is made, award may be rescinded, and the County will not be liable for any costs, demands, claims, or any other charges or associated costs incurred by the Proposer. The County may also recoup liquidated damages pursuant to its contract with the Proposer.
2. Proposer must state in writing whether they are able to provide annual maintenance and software license after the initial warranty and software license expires and provide the cost related to the annual maintenance and license.
3. Proposer must state in writing whether they are able to provide instruction and training for Inyo County Election Department employees prior to elections at a time and place designated by the Inyo County Registrar of Voters and state the cost for the service.
4. Proposer must state in writing the amount of telephone support that it will provide for its equipment, the limits upon such support and the cost related to the support.
5. Proposer shall state in writing a complete description of its voting tabulation system hardware and software, including the size of memory cards, what products are included with the tabulation system hardware and software and the price for the described hardware/software. The price shall include ballot boxes and all accessories necessary to fully utilize the system as well as a description of each and price for each item.
6. Proposer shall state in writing whether the Proposal includes the price for any and all servers for the system use.
7. Proposer shall state in writing the time frame for initial hardware warranty and software license for the voting tabulation system equipment hardware and software.

8. Proposer shall state in detail the manner in which its equipment allows for voting and tabulation by voters with disabilities and the cost of such equipment. This particular requirement should be specific as to how the votes are handled, tabulated and the amount of assistance required from poll workers. It is the intent of the County, to protect the secrecy of the ballot for those voters with a disability as much as possible.
9. Proposer shall state in writing in detail all testing procedures for voting tabulation system hardware and software, and cost of installation.
10. Proposer shall state in writing and in detail the amount and cost of field support training.
11. Proposer shall state in writing if its proposed hardware and software are compatible with any other proprietary or non-proprietary (including off-the-shelf) hardware and/software, or if it can and the Proposer is willing to make it compatible. The cost, if any, of modifying or using other hardware/software shall be identified, as well and any disclosures regarding compliance with State and Federal elections laws.

Selection Criteria

The selection criteria listed below represent critical issues that will impact the success of the new Voting System. The respondent should make certain that their proposal addresses each of these issues. Each numbered item below requires a response.

1. Provide organization's or firm's legal name and address.
2. Provide the name, title, address, telephone number, and email address of the person(s) who will serve as the contact(s) for the County as well as those persons having the ability to represent and make binding decisions on the organization and firm.
3. Provide a letter of introduction with a brief description of the organization or firm, including organizational structure, experience in the industry, number of years providing voting systems and election support services to federal, state, or local governments.
4. Provide a summary of the products and services offered, including annual license fees, annual support fees, and/or annual subscription fees. Include third party applications that are being recommended. List prices are acceptable.
5. Describe any election-related services that the organization or firm offers, including, without limitation, integration assistance, training, and ongoing support. Provide a rate structure or other costing information (i.e. hourly rate or pricing methodology) for the professional services offering. List prices are acceptable.
6. Describe the manner in which the organizations product(s) will support the County in conducting elections in compliance with State and Federal laws.
7. Describe the different implementation approaches (i.e. big bang vs phased roll out) that the organization or firm can offer to the County of Inyo to fully implement a particular solution. Include the benefits and/or risks of each.
8. Provide a brief description of the overall software and architectural design of applicable products.
9. Describe the recommended operating environment(s) required to install and use any relevant systems and the minimum system requirements necessary to run such

systems. Include any suggested production, development/test, and disaster recovery environments.

10. Describe how the organization or firm envisions its software and hardware solutions changing over the next five to ten years.
11. If applicable, submit at least two (2) references of federal, state or local governments equal in size or larger than the County of Inyo that have implemented the proposed system, or, a similar system, within the last five (5) years. Include: a. Name of the client b. Contact information (name, address, phone, email) c. Date system fully implemented d. Total # of employees e. Technical environment, i.e. commercial off-the-shelf (COTS), proprietary, mixture of COTS and proprietary. If your organization's or firm's voting system is a combination of elements that are COTS and proprietary, note which items are COTS and those that are proprietary. Alternatively, for any organization or firm that is unable to provide references associated with the actual implementation and use of a voting system, indicate any pilot programs, testing, etc. that sufficiently support a proposed system being successfully implemented and operated.

Proposal Evaluation

The intention of the County of Inyo is to cost-effectively acquire a new Voting System. Responses to this RFP will be evaluated according to the following criteria:

- Quality, clarity and responsiveness of the proposal in conformance with the instructions, conditions and format as requested in this document;
- Functionality, adaptability and technical requirements of the proposed solution;
- Cost

A team selected by the County of Inyo will evaluate all proposals deemed responsive to the request. The initial evaluation will consider the submitted responses only. The proposals will be ranked based on an analysis conducted by the evaluation team.

Discussions may take place with the finalists to clarify the proposal and obtain a best and final offer. Any award granted will be granted to the respondent proposing the best solution for the County as determined solely by the County.

Exceptions and Omissions

Should any omissions, discrepancies or ambiguities be discovered in this RFP, the County should be notified in writing (via email) immediately. All questions will be answered to the extent possible in an addendum released as soon as possible after the County receives the notification. Please note that all omissions, discrepancies, or ambiguities are not purposeful. Please direct all such notifications to:

Kammi Foote kfoote@inyocounty.us

Additional Information

If additional information is required to complete the proposal, the respondent is cautioned that the opportunity to obtain additional information is limited to technical and/or procedural questions and should not be viewed as a sales presentation opportunity. Requests must be made in writing via email. Please direct all such requests to:

Kammi Foote kfoote@inyocounty.us

Project Contact

Kammi Foote – Registrar of Voters
County of Inyo
P.O. Drawer F
Independence, CA. 93526

Phone: 760-878-0224

Fax: 760-878-1805

Email: kfoote@inyocounty.us

Submissions

A hard copy of the proposal must be submitted.

Via U.S. Mail* to:

Inyo County Board Clerk
RFP- New Voting System
P.O. Box Drawer N
Independence, CA 93526

By means other than U.S. Mail:

Inyo County Board Clerk
RFP-New Voting System
224 North Edwards Street
Independence, CA 93526

*(The U.S. Post Office DOES NOT deliver to street addresses in Independence, CA)

Submissions must be received no later than **3:30 PM, Thursday, July 6, 2017**. The County reserves the right to deem Respondent non-responsive if submissions are not received by the date and time stipulated.

Timeline

Proposals will be processed according to the following schedule of estimated target dates:

Issue RFP to potential bidders	06/01/17
Proposals Due	07/06/17
Selection of Finalists	10/06/17 (target, actual selection may be later)
Implementation Completed	January 2019 (or sooner)

Proposal's Use / Respondent Guarantees

The respondent's response to this RFP acknowledges that the rights have been reserved to include any part or parts of the selected respondent's proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP.

By submission of a proposal, the respondent certifies that:

The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any vendor.

The respondent has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the County of Inyo.

All proposals submitted and the included pricing shall be valid for a period of 60 calendar days from the date of proposal opening.

Rights of County

The County, at its sole discretion, reserves the right to:

1. Reject any or all responses without cause.
2. Reject all responses and seek new responses when such action is judged to be in the best interest of the County.
3. Request and receive additional information as the County believes is necessary and to disqualify any company and reject any responses for failure to promptly provide such additional information.
4. To waive any informalities or incomplete responses and to disregard all non-conforming, non-responsive or conditional proposals.
5. Negotiate with any and all respondents.

Section 4: SUBMITTAL REQUIREMENTS

4.1 Proposal Format

To facilitate the analysis of responses to this RFP, respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Respondents whose proposals deviate from these instructions may be considered non-responsive and be disqualified at the discretion of the County.

Respondents shall prepare proposals as simply as possible and provide a straightforward, concise description of its capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and clearly labeled. The proposal must be organized into the following sections:

<u>Section</u>	<u>Heading</u>
	Title Page
1.0	Proposed Design
2.0	Proposed Technology
3.0	Implementation Schedule
4.0	Cost Proposal

Requirements relative to each section of the RFP response are described below.

Proposal Section 1: Proposed Design

The County is interested in a new Voting System, including software, hardware and related system services to replace the Voting System currently used by Inyo County. In Section 1, propose a design that will accommodate this goal.

Proposal Section 2: Proposed Technology

Based on its geographically remote location and organizational culture, the County is most interested in solutions that are robust, reliable and sustainable. For each component proposed, indicate its specifications and its purpose in fulfilling the stated project goals.

Proposal Section 3: Implementation Schedule

Provide a project schedule detailing project milestones, resources and timings.

Proposal Section 4: Cost Proposal

Prepare a cost proposal that details, quantifies and totals all costs associated with successful completion of the project. The items described in the cost proposal should reconcile to the items and efforts described in Sections 1, 2 and 3 of the proposal.

The County realizes costs are based on some assumptions and pledges to work with all respondents during the negotiation process to arrive at a fair and equitable agreement. Respondents are encouraged to provide documentation about any assumption made while determining pricing.

Proposal Section 5: Exceptions to Contract

The successful Proposer will be expected to execute County of Inyo Contract No. 116 (a copy of which is attached hereto as Exhibit A). The Respondent's proposal will be part of the Contract. To be considered during negotiations, any exceptions a Proposer takes with the County of Inyo Contract No. 116 must be identified as part of the Proposal.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Road Department

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Request approval for the recruitment and filling of the vacant Mechanic I/II position

DEPARTMENTAL RECOMMENDATIONS:

Request Board find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for a Equipment Mechanic I/II positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; (b) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; (c) approve the hiring of one full time Equipment Mechanic I at Range 58, plus a 2.5% tool allowance, or II at Range 60 plus a 2.5% tool allowance, depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to fill a recent Mechanic vacancy from the Bishop Road Department maintenance shop. The Bishop Road maintenance shop supports the Bishop area District One and District Two Road crews, as well as the Big Pine, District Three Road crew. The Bishop Road shop is a two person shop, consisting of the Shop Supervisor and a front line Mechanic. With the recent vacancy of the Mechanics position, there is a need to fill that position for timely repairs in the Northern Areas of Inyo County.

ALTERNATIVES:

The Board could choose to not fill this position; this is not recommend as this position is essential to maintaining the Road Department's fleet, especially with the winter season and increased workload that usually brings. Full staffing also allows for continued service and repairs while allowing the mechanics to have the time to participate in training, refresher trainings and research required to stay current with our fleet.

OTHER AGENCY INVOLVEMENT:

Personnel Department
 Auditors Office

FINANCING:

The requested position is included in the authorized strength for the Road Department and is included in the Salaries and Benefits in the road Budget Unit 034600.

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: [Signature] Date 9/25/2017

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: [Signature] ✓ Date 9/19/17

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 9/21/17
(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

23

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: SB 1, Road Repair and Accountability Act 2017, Inyo County allocation from the Road Maintenance and Rehabilitation Account (RMRA).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

1. Approve a resolution entitled, "A RESOLUTION OF THE BOARD OF SUPERVISORS, OF THE COUNTY OF INYO, STATE OF CALIFORNIA, IDENTIFYING PROJECTS TO BE FUNDED BY ROAD MAINTENANCE AND REHABILITATION FUNDS PURSUANT TO SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT; and
2. Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
3. Approve the Public Works department to apply for and submit all required documentation to receive the Inyo County allotment of SB1, Road Repair and Accountability Act 2017 funding; and
4. Authorize the Public Works Department Head, or his designee, to sign for the RMRA funding and all associated supporting documents.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system. As was previously outlined in the Board meeting of May 9, 2017, SB 1 will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

Beginning November 1, 2017, the State controller will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032 (h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, statute requires cities and counties to annually provide basic project reporting, as well as documentation of the approval of the project lists, to the Commission for projects anticipated for and funded through the Road Maintenance and Rehabilitation Account.

ALTERNATIVES:



You Board could choose not to approve the resolution and project lists; however, this is not recommended as the County would not then be entitled to the SB1 funding and the addition of this funding will allow for improvements to the County infrastructure and provide better roads for the citizens of Inyo County as well as the traveling public.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

This funding opportunity was included in the FY 17/18 Road Budget, pending Board approval of Road Projects.

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>9/26/17</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>9/27/17</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

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

 Date: 9/27/17

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
IDENTIFYING PROJECTS TO BE FUNDED BY ROAD MAINTENANCE AND REHABILITATION FUNDS
PURSUANT TO SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our County of Inyo are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County of Inyo must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County of Inyo, will receive and estimated \$1,129,313 in RMRA funding in Fiscal Year 2017-18 from SB 1; and

WHEREAS, these funds have been identified and included in the Fiscal Year 2017-18 Road Department Budget (Budget Unit #034600)

WHEREAS, the County of Inyo used a Pavement Management System, field reviews and historical maintenance information to inform development of the SB 1 project list; and

WHEREAS, the funding from SB 1 will help the County of Inyo maintain and rehabilitate streets and roads throughout the County this year and similar projects into the future; and

WHEREAS, without revenue from SB 1, the County of Inyo, would have otherwise been canceling projects throughout the community and/or laying county staff; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Inyo, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are as follows:

[See attachment]

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**Mark Tillemans, Chairperson
Inyo County Board of Supervisors**

ATTEST:

**Kevin Carunchio
Clerk of the Board**

By: _____
Darcy Ellis, Assistant

SB 1 Road Repair and Accountability Act 2017, Project List Overview

Maintenance and repairs identified were based on field surveys by Road Personnel, and the Inyo County PMS (Pavement Management System) program.

Project listings are following the required criteria according to the SB1 guidelines, the required information outlined in the SB1 bill is as follows;

- **Description**
 - Project type / Treatment
- **Location**
 - Town, or closest, Road Name and Number
 - If a project will span multiple roads (i.e.; Striping/Crack fill) then the pre-established road Route system will be utilized. Road routes were created to 'group' areas of roads where work would be performed for a short duration of time, due to road length or project type and to have a more efficient tracking system for time accounting. Routes are commonly used for Snow removal, striping, crack sealing, and pruning. The Routes with included roads are attached.
- **Estimated useful life**
 - Based on traffic impacts, condition of existing road, historical information
- **Anticipated construction date**

Although project costs are not mandated in SB1 reporting, estimated project costs are included for your information, costs are based on the project as a whole, and do not include the additional costs of County owned equipment that will be included in the project billing. The project costs are not broken down due to the various conditions of each road, route and various distances involved to access the location/s.

Project # 1

TR#

Description; Rubberized Crack Fill to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure.

Location/s; Various locations throughout Inyo County, not every road in each route will warrant the application, but the areas identified are mostly residential and will have some treatment. Town and Routs are as follows;

- Bishop Area; Routes #1003, #1004, and #1005
- Big Bine Area; Routes #2001, #2002, and #2004
- Independence Area; Routes #3003 and #3004
- Lone Pine Area; Routes #4001, 4002, and 4003
- Tecopa/Shoshone Area; Routes #5003, 5005, and #5006

Estimated useful life; 5-30 years, Rubberized crack sealing has the benefit of moving with the asphalt as it expands and contracts with the seasons, extending its service life. This will be in preparation of for future treatments. Eventually, if additional treatment such as an overlay or microseal isn't done, the movement will exceed the adhesion of the product and will fail, requiring another treatment.

Anticipated construction date; 02/01/2018-06/30/2018, Depending on weather conditions, application can occur as long as the road surface is dry. The preferred application time is in the colder months, when the cracks can accept more material.

Costs for this project are estimated to be;

Material cost for the rubberized crack sealing is \$200,000

Labor Costs \$230,000

Equipment rental costs \$40,000

T/ \$ 470,000

Project # 2

TR#

Description; Road striping/Pavement markings, application of Center line, Fog line and Bike Lane striping as well as pavement markings such as 'Stop'(s), Crosswalks, Speed Limit (s) and School/Bus zones.

Location/s; County wide application, the focus will be on the residential areas, and progressing to the outlying areas as time and materials permit. The route system will be used for the residential streets and the individual roads identified for application as allows. Marking application will follow the rubberized crack seal operation on the same routes;

- Bishop Area; Routes #1003, #1004, and #1005
- Big Bine Area; Routes #2001, #2002, and #2004
- Independence Area; Routes #3003 and #3004
- Lone Pine Area; Routes #4001, 4002, and 4003
- Tecopa/Shoshone Area; Routes #5003, 5005, and #5006

Estimated useful life; 1 – 2 Years, Striping and painting operations are generally refreshed annually, as time and conditions allow.

Anticipated construction date; 02/01/2018-06/30/2018

Costs for this project are estimated to be;

Materials, (White/Yellow paint and safety spheres) \$60,000

Labor Cost \$160,000

T/ \$220,000

Project # 3

TR#

Description; Cold Mix Overlay, 3.03 Miles x 22 feet wide from Poleta Rd. (#2045) to Silver Canyon Road (#1044), with the thickness (1" -2") varying due to placement by a motor grader. At the North end of Poleta Road, the first mile is 24' wide, this section will be overlaid. The remaining two miles of Poleta road is approximately 16' wide this project will increase the road width from an average of 16 feet, and increasing the width 6' to 22 feet, and overlay the existing failing pavement.

Location; Laws Poleta Road, Road Number 1045, approximately 5 miles East of Bishop, California.

Estimated useful life; 20 years

Anticipated construction date; 03/01/2018/-05/31/2018

Costs for this project are estimated to be;

Material costs;

Road Widening (1,200T) \$107,000

Road Overlay (3,300T) \$300,000

Labor/Equipment (Widening & Overlay) \$125,000

T/ \$532,000

Project #4

TR#

Description; Cold Mix overlay, 2.0 miles x 22 feet x 1" -2" (with the thickness varying due to placement by a motor grader). Dolomite Loop road, various sections of failing asphalt, between US 136 and US 136. Dolomite Loop road was a major haul road for many operations on the Owens Dry Lake, the impact of heavy truck traffic has created numerous failed sections and potholes.

Location; Dolomite Loop Road (# 4010) between US 136 and US 136, approximately 10 miles South East of Lone Pine, California.

Estimated useful life; 10 years, assuming no change in the continued use for the Owens Lake operations.

Anticipated construction date; 04/01/2018-06/30/2018

Costs for this project are estimated to be;

Material Costs	\$220,000
Labor	<u>\$175,000</u>
	T/ \$395,000

(Increased trucking costs/labor due to distance from the asphalt plant)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Water Department

FOR THE BOARD MEETING OF October 3, 2017

SUBJECT: Initial Meeting of the Owens Valley Groundwater Authority – March 31, 2016

DEPARTMENTAL RECOMMENDATION:

The initial meeting of the Owens Valley Groundwater Authority (OVGA) is scheduled for October 5, 2017 in Bishop, California. This item provides your Board an opportunity to discuss the upcoming meeting and to give direction to your representative on the OVGA Board and to staff. Additionally, staff recommends your Board adopt a resolution authorizing the Water Director to file an application for SGMA grant funding as required by the State.

SUMMARY DISCUSSION:

- I. The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local agencies form Groundwater Sustainability Agencies (GSAs) to prepare and implement Groundwater Sustainability Plans (GSPs). Inyo County, Mono County, Bishop, and Tri Valley Groundwater Management District are currently GSAs for their respective jurisdictions. OVGA was formed through a joint powers agreement (JPA, attached) to consolidate the four existing GSAs into a single GSA that will serve as GSA for the Owens Valley Groundwater Basin (Basin).

The OVGA will hold its first meeting on October 5, 2017 (agenda attached). Issues that are time-critical to address at the OVGA meeting are to discuss the draft GSP Development Budget currently being developed by the Water Department, and to discuss submittal of a proposal for a Sustainable Groundwater Planning Grant from the California Department of Water Resources (DWR).

The JPA requires the Water Department to prepare a budget for the first few years during which the GSP will be prepared. OVGA Members will base their funding contributions and determine their vote shares based on the budget prepared by the Water Department (JPA Article II Section 4.1):

...the Inyo County Water Department shall, with input from any Members and as it otherwise deems appropriate, develop the Authority's initial budget for development of the GSP over a multi-year period (i.e. until the GSP is approved for implementation) within the requirements of the SGMA (hereinafter referred to as the "GSP Development Budget"). The GSP Development Budget shall function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions as discussed in Article IV below.

Upon notice from the Inyo County Water Department that the GSP Development Budget is complete and ready for approval, the Authority shall place the matter on the next possible Board meeting agenda. The Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department. In other words, approval of the GSP Development Budget shall be a

ministerial act of the Board of Directors, provided, however, that it may be modified by the Board at a subsequent meeting(s) by a majority of the votes of the Directors appointed by the Members and Associates.

It is critical to finalize this budget and allocate funding and voting shares in order to allow OVGA business to proceed. Although the JPA assigns responsibility to prepare the budget on the Water Department, it includes an intention to receive input from other Members. In this spirit, the Water Department circulated a draft GSP Development Budget (attached) to the OVGA Members requesting their input. At this time specific comments have been received from the City of Bishop and Mono County indicating a need for additional time to review and provide any suggested modifications. Since this budget is still a draft it is not scheduled for adoption at the OVGA October 5th meeting, but is expected to be at the following OVGA meeting (schedule TBD).

- II. Applications for Sustainable Groundwater Planning Grants are due to DWR on November 13. However, only a GSA may file for a grant. Since the OVGA is not and will not become a GSA until after its GSP Development Budget is finalized and funding commitments are made as set forth in the JPA, it is necessary to apply for the grant on behalf of the Basin, to fund a GSP for the entire Basin, while the OVGA moves toward becoming a GSA. The intent is to work with DWR to change the grant recipient from Inyo County to the OVGA once the OVGA becomes the exclusive GSA for the Basin. The substance of the attached resolution is required by DWR as part of the grant application process.

Attachments:

- Joint Exercise of Powers Agreement Creating the Owens Valley Groundwater Authority
- Draft agenda for October 5, 2017 OVGA Board meeting.
- DRAFT Groundwater Sustainability Plan Preparation Budget
- Resolution authorizing submittal of a grant proposal to the DWR

OTHER AGENCY INVOLVEMENT:

OVGA members, potential associates, interested parties, and California Department of Water Resources

FINANCING:

N/A

<u>APPROVALS</u>	
COUNTY COUNSEL: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">N/A</div>	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> <div style="text-align: right;">Approved: _____ Date: _____</div>
AUDITOR/CONTROLLER: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">N/A</div>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date: _____</div>

PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____
---------------------------------------	--

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



Date: 9/27/17

JOINT EXERCISE OF POWERS AGREEMENT

between the

BIG PINE COMMUNITY SERVICE DISTRICT

CITY OF BISHOP

COUNTY OF INYO

COUNTY OF MONO

EASTERN SIERRA COMMUNITY SERVICE DISTRICT

INDIAN CREEK-WESTRIDGE COMMUNITY SERVICE DISTRICT

KEELER COMMUNITY SERVICE DISTRICT

SIERRA HIGHLANDS COMMUNITY SERVICE DISTRICT

STARLITE COMMUNITY SERVICE DISTRICT

TRI-VALLEY WATER MANAGEMENT DISTRICT

and the

WHEELER CREST COMMUNITY SERVICE DISTRICT

creating the

**OWENS VALLEY
GROUNDWATER AUTHORITY**

OWENS VALLEY GROUNDWATER AUTHORITY JOINT POWERS AGREEMENT

This Joint Exercise of Powers Agreement (“**Agreement**”) forming the Owens Valley Groundwater Authority is made and entered into this 1st day of August, 2017, (“Effective Date”), by and among the public agencies listed on the attached Exhibit “A” executing this Agreement (collectively referred to as the “Members” and individually “Member”) for the purpose of forming a Groundwater Sustainability Agency (“GSA”) and achieving groundwater sustainability in the Owens Valley Groundwater Basin.

WHEREAS, California enacted a series of laws collectively referred to as the Sustainable Groundwater Management Act, found in Part 2.74 of Division 6 of the California Water Code (“SGMA”); and

WHEREAS, the SGMA requires each California groundwater basin or sub-basin be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan(s) (“GSP”); and

WHEREAS, the SGMA, at Water Code § 10723.6(a), authorizes certain local agencies, as defined, to form a GSA via joint powers agreement; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the “Act”) authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, each of the Members are local agencies, authorized to form a GSA via joint powers agreement, with jurisdictional boundaries covering portions of the Owens Valley Groundwater Basin (Basin No. 6-12 in the Department of Water Resources Bulletin 118 Update 2016, henceforth the “Basin”); and

WHEREAS, the Members desire to create the Owens Valley Groundwater Authority pursuant to the Act as authorized by the SGMA in order to jointly exercise their powers as a GSA for the purpose of creating a GSP to be implemented within their combined jurisdictional boundaries in the Basin; and

WHEREAS, subsequent to forming the GSA via this Agreement, the Members intend to engage with other agencies and entities that are not eligible to form a GSA, (“Associates” or “Interested Parties”) to allow them to participate in the GSA as contemplated by SGMA and by this Agreement; and

WHEREAS, the Members intend the GSA created through the Authority to engage with any other GSA(s) formed within the Basin in order to either coordinate the creation of a single GSP, or to coordinate their respective GSPs as required by the SGMA; and

WHEREAS, the Members intend that the GSP created through this GSA, if possible, be coordinated with any groundwater management plan of other agencies that have lands overlying SGMA-exempt areas within the Basin; and

WHEREAS, through this Agreement the Members intend take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the Members, as follows:

ARTICLE I

CREATION AND OPERATION OF THE OWENS VALLEY GROUNDWATER AUTHORITY

1 CREATION OF THE AUTHORITY:

Upon adoption of this Agreement by two or more Members, pursuant to the Act and as authorized by the SGMA, there is hereby created a joint powers authority known as the Owens Valley Groundwater Authority ("Authority"). The Authority shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

Within thirty (30) days of the adoption of this Agreement by two or more Members, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, the Board of Directors of the Authority shall file the statements required by and in accordance with Government Code Section 53051.

2 TERM: This Agreement shall become operative on the Effective Date provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date.

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or when there are less than two Members remaining in the Authority; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Authority that was previously approved by the Board of Directors.

3 MEMBERSHIP:

3.1 MEMBERS. The Members of the Authority shall be the public agencies listed on the attached Exhibit "A" that have executed this Agreement by August 1, 2017, so long as their Membership has not been withdrawn or terminated pursuant to the provisions Article VI of this Agreement. If an eligible agency listed in Exhibit A has not executed this Agreement by August 1, 2017, they will lose their right to join through execution of this Agreement and their membership will be subject to the process for inclusion of new Members set forth in Section 3.2 below.

3.2 NEW MEMBERS.

The Board may approve an application for a new Member to join the Authority through a majority of the votes of the Board so long as: 1) the new Member is a local agency that is qualified to join the Authority as a GSA forming party under the provisions of SGMA and the Act; and, 2) the new Member agrees to or has met any other conditions that the Board may establish from time to time.

Once an application is deemed complete by the Board of Directors, the governing bodies for each of the Members shall be sent the application for their consideration and possible approval. For a new Member to be admitted the application must be unanimously approved by the Members acting through their governing bodies.

Upon a new Member joining the Authority pursuant to this section, said new Member and the Authority shall take all steps necessary to revise the Owens Valley GSA boundaries to incorporate any new areas of the Basin into the GSA's jurisdiction in a manner consistent with that contemplated by Article II Section 3.2 of this Agreement.

3.3 ASSOCIATES & INTERESTED PARTIES.

The participating Associates and Interested Parties shall be those entities participating in the GSA pursuant to Article V below.

4 GOVERNING BOARD:

4.1 BOARD DIRECTORS. The Authority shall be administered by a governing board. The governing board shall be called the "Board of Directors of the Authority," (hereafter referred to as the "Board of Directors"). The Board of Directors shall consist of members appointed as follows:

4.1.1 Member Appointments: Each Member's governing body shall appoint one Primary Director and one Alternate Director (sometimes individually referred to herein as a "Director"). The Alternate Director shall serve and assume the rights and duties of the Primary

Director when the Primary Director is unable to attend a Board of Directors meeting. The Primary and Alternate Directors for all Members shall be elected members of their governing bodies. Directors shall serve at the pleasure of the governing body appointing them and they may be removed at any time, with or without cause, in the sole discretion of their governing body. Each Director shall hold office until their successor is selected by their governing body and the Authority has been notified of the succession.

4.1.2 Associate & Interested Party Appointments: Associates and Interested Parties shall make appointments as set forth in **Article V** of this Agreement.

5 BOARD MEETINGS AND ACTIONS: All meetings of the Board of Directors shall be public meetings noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.). The Board of Directors may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for its meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

5.1 **INITIAL MEETING.** The initial meeting of the Board of Directors shall be held at a location overlying the Basin within forty five days (45) days of the Effective Date of this Agreement. At the initial meeting the Board of Directors shall establish a principal office for the Authority, which shall be located at a place overlying the Basin. The Board of Directors may change the principal office from time to time as it sees fit so long as that principal office remains at a location overlying the Basin.

5.2 **REGULAR MEETING SCHEDULE.** The Board of Directors shall establish a regular meeting time and place at the initial meeting of the Board. The Board of Directors may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin and within the jurisdictional boundaries of the Authority.

5.3 **SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be conducted pursuant to California Government Code section 54956 and they may be called by the Chairperson, or by the concurrence of any two Primary Directors appointed by the Members.

5.4 **ADVISORY COMMITTEES.** The Board of Directors may from time to time establish advisory committees for the purpose of making recommendations to the Board of Directors on the various activities of the Authority. The establishment and dissolution of any committee and its duties shall require a majority of the votes of the Board of Directors and the activities of the committee shall be subject to the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.). Committees shall exist for the term specified in the action creating the committee. A Committee may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for Committees of the Board

meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

5.5 QUORUM. A quorum of the Board of Directors shall consist of majority of the Directors. Notwithstanding the above, the Authority shall not conduct business at a meeting in the absence of a majority of Directors appointed by the Members participating in such a meeting, beyond the adjournment of a meeting by the remaining Board Members. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he/she participates in the meeting remotely as may be permitted by the Ralph M. Brown Act. Action taken by the Board of Directors shall require the affirmative vote of a majority of the voting shares on the Board of Directors, unless otherwise provided by this Agreement.

5.6 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30 unless otherwise changed by Resolution of the Board of Directors.

5.7 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the Board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, in a manner consistent with applicable law and this Agreement. Each Director and their respective governing bodies shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board Directors may amend or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures that are consistent with applicable law and this Agreement. The Executive Manager shall send to each Director and to all of their respective appointing authorities all Bylaw amendments promptly after adoption by the Board of Directors.

5.8 ADOPTION OF ANNUAL BUDGET: Except as provided for in Article II Section 4.1, the Board of Directors shall adopt the annual budget of the Authority on or before May 1, by a majority of the votes of the Directors appointed by the Members and Associates.

5.9 ANNUAL REPORT: By April 1 of each year, the Authority shall prepare an annual report of its operation, in a form determined by the Board of Directors.

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ARTICLE II

PURPOSE, POWERS AND DUTIES

1 PURPOSE: The purpose of this Agreement in creating the Authority is to provide for the joint exercise of powers common to the Members, including those additional powers granted by SGMA, to, among other things, cooperatively carry out the requirements of the SGMA, including, but not limited to, serving as the GSA for the Basin within the jurisdictional boundaries of the Authority-formed GSA and developing, adopting and implementing a GSP that achieves groundwater sustainability in the Basin.

2 POWERS: In accordance with California Government Code section 6509, the Authority's powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Inyo.

2.1 In order to carry out its purpose, the Authority shall possess the ability to exercise those powers granted by the Act and by the SGMA. Additionally, the Authority shall possess the ability to exercise the common powers of its Members related to the purposes of the Authority, including but not limited to the following:

2.1.1 To become the GSA for the Basin pursuant to the SGMA and in a manner consistent with Section 3.3 below;

2.1.2 To develop, adopt, and implement a GSP for the Basin pursuant to SGMA;

2.1.3 To provide all services necessary to operate the GSA and implement the GSP;

2.1.4 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority and the adoption and implementation of the GSP;

2.1.5 To contract for the services of engineers, attorneys, planners, financial consultants, employees, agents and representatives, and/or to directly employ or appoint any such persons as it deems appropriate;

2.1.6 To collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin;

2.1.7 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations in connection with the operation, maintenance, administration and management of any facilities required to carry out these purposes;

2.1.8 To levy assessments, charges and fees as provided in SGMA;

2.1.9 To regulate and monitor groundwater extractions as permitted by SGMA, provided that this provision does not extend to a Member's or Associate's operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws;

2.1.10 To establish and administer water banking programs for the benefit of the Basin;

2.1.11 To establish and administer water recycling, recapturing or purifying programs for the benefit of the Basin;

2.1.12 To distribute water in exchange for the cessation or reduction of groundwater extractions;

2.1.13 To spread, sink, and inject water into the Basin;

2.1.14 To store, transport, recapture, recycle, purify, treat, or otherwise manage and control water for the beneficial use of persons and property within the Basin;

2.1.15 For the common benefit of the Basin, to store water within and outside of the Basin, to appropriate water and acquire water rights, to import water, and to conserve, or cause the conservation of, water within or outside of the Basin;

2.1.16 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Authority;

2.1.17 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Authority;

2.1.18 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the Authority's name for the purposes of the Authority;

2.1.19 To acquire by negotiation or condemnation or any other lawful authority, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein;

2.1.20 To invest funds pursuant to California Government Code section 6509.5 or other applicable State Law;

2.1.21 To sue and be sued in its own name;

2.1.22 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement;

2.1.23 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Authority under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.

2.2 WATER RIGHTS AND ADDITIONAL CONSIDERATIONS.

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants water rights.

2.3 PRESERVATION OF POLICE POWERS.

Nothing set forth in this Agreement shall be deemed to modify or otherwise limit a county's or city's police powers in any way or its authority to regulate groundwater under existing law or any amendment thereto.

3 NOTICES OF ADOPTION AND GSA REVISION AND FORMATION: The Authority and its Members shall have the following specific duties:

3.1 NOTICE TO MEMBERS. Within forty-eight hours after adoption of this Agreement by the governing board of a Member, said Member shall notify all other Members of said adoption of this Agreement.

3.2 NOTICE TO DWR BY AUTHORITY. As required by SGMA, the Authority shall file a notice with DWR of its intent to be the GSA for the portions of the Basin covered by the combined jurisdictional boundaries of all Members, excluding any portion of the Basin covered by a valid notice from another, non-Member local public agency if the failure to exclude would result in overlapping applications as contemplated by Water Code Section 10723.8(c). Notwithstanding the foregoing, the Authority may elect to include overlapping areas in a subsequent amended notice filed with DWR so long as that application does not substantially impair the ability of the Authority to fulfill its purpose while the application is pending.

3.3 NOTICE TO DWR BY MEMBERS. Within thirty (30) days of a public hearing held by the Authority pursuant to Water Code Section 10723.(b) where the Authority decides to become a GSA within the Basin, any Member that previously notified the California Department of Water Resources (DWR) of its intent to be a GSA in the Basin ("Original Notice") pursuant to Water Code Section 10728.3 shall formally notify DWR, in writing, of its intent to withdraw or rescind such notification in order to allow the Authority to become the exclusive GSA for the area of the Basin covered by that Original Notice ("Rescission Notice"). Said Rescission Notice shall be expressly contingent upon the Authority becoming the exclusive GSA for the areas of the Basin covered by the Original Notice.

4 GSP BUDGET, ADOPTION, AND MANAGEMENT AREAS:

4.1 GSP DEVELOPMENT BUDGET. Notwithstanding any provision herein to the contrary, within six months of the formation of the Authority, the Inyo County Water Department shall, with input from any Members and as it otherwise deems appropriate, develop the Authority's initial budget for development of the GSP over a multi-year period (i.e. until the GSP is approved for implementation) within the requirements of the SGMA (hereinafter referred to as the "GSP Development Budget"). The GSP Development Budget shall function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions as discussed in Article IV below.

Upon notice from the Inyo County Water Department that the GSP Development Budget is complete and ready for approval, the Authority shall place the matter on the next possible Board meeting agenda. The Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department. In other words, approval of the GSP Development Budget shall be a ministerial act of the Board of Directors, provided, however, that it may be modified by the Board at a subsequent meeting(s) by a majority of the votes of the Directors appointed by the Members and Associates.

4.2 GSP ADOPTION, MODIFICATION, OR ALTERATION. The Board of Directors shall adopt a GSP for the area within the GSA formed by the Authority. The Board of Directors may modify or alter the GSP as necessary or appropriate.

4.3 GSP MANAGEMENT AREAS. To the extent permitted under SGMA, the GSP may provide for discrete areas within the GSA boundary in which the GSP is implemented and managed by at least one Member and/or Associate (a "GSP Management Area"). GSP Management Areas shall be created based on hydrological conditions (e.g. identifiable and logical sub-basins) that may or may not correspond to geopolitical boundaries. It is unlikely that a GSP Management Area will be restricted to any specific jurisdictional boundaries of a GSA Member and/or Associate. The creation of a GSP Management Area requires a majority of the votes of the Directors appointed by the Members and Associates. While Management Areas may provide for different requirements than other areas within the GSP, such requirements shall not conflict with the GSP. Unless otherwise agreed to by the Members, significant additional costs beyond the typical baseline costs for development and/or implementation of the GSP to the Basin as a whole that are attributable to the GSA activities within a GSP Management Area shall be borne by the Member(s), Associate(s), and Interested Party(s) that undertake(s) management of the GSP Management Area. Such entities that undertake management of a GSP Management Area shall determine how to allocate such additional costs amongst themselves.

ARTICLE III

OFFICERS AND STAFFING

1 CHAIR AND VICE-CHAIR: The Board of Directors shall annually elect a Chair and Vice-Chair from among the Members. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

2 TREASURER AND AUDITOR CONTROLLER: The County of Inyo shall serve as the Fiscal Agent and Treasurer for the Authority unless otherwise directed by a majority of the votes of the Board of Directors. The Fiscal Agent shall be responsible for all money of the Authority from whatever source, shall be the depository and have custody of the money of the Authority, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations, and this Agreement. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements during the Fiscal Year as designated by the Board. The cost for such services shall be actual costs, including reasonable overhead.

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3 **EXECUTIVE MANAGER:** The Board of Directors shall appoint an Executive Manager. The Executive Manager shall serve at the pleasure of or upon the terms prescribed by the Board of Directors. The Executive Manager so appointed may be an employee of a Member, an employee of the Authority, or an independent contractor. The cost for such services shall be actual costs, including reasonable overhead, as determined by a written agreement with the Authority therefor.

3.1 **EXECUTIVE MANAGER POWERS and DUTIES.** Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager are:

3.1.1 Consistent with Article II Section 4.1, to lead and coordinate the development of a GSP for the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.

3.1.2 To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.

3.1.3 To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.

3.1.4 To formulate and present to the Board of Directors plans for facilities and/or services within the Authority and the means to finance them.

3.1.5 To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the Authority.

3.1.6 To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.

3.1.7 On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors and each of the Members a proposed budget for the upcoming fiscal year the annual report and the GSA's annual report.

3.1.8 To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.

3.1.9 To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.

3.1.10 To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

ARTICLE IV

MEMBER FUNDING AND VOTING

1 FUNDING CONTRIBUTION:

While funding of the Authority is expected to be shared equally between the Members, Members shall not be required to make a funding commitment prior to entering into this Agreement. Any funding contribution provided through sources other than Members shall reduce the contribution of the Members, pro-rated to their funding commitment for said budgets. All Members shall have an equal ability to provide funding toward the Authority's budgets.

1.1 MEMBER FUNDING OF THE GSP DEVELOPMENT BUDGET.

The Authority shall cause to be placed on the agenda of the Board meeting immediately following the meeting at which the GSP Development Budget is adopted (as required by Article II Section 4.1 above,) the matter of each Member's financial contribution commitment toward funding the multi-year GSP Development Budget. Said meeting shall be referred to herein as the "GSPDB Funding Meeting." Each Member shall make a legally binding commitment of its financial contribution toward the multi-year GSP Development Budget at the GSPDB Funding Meeting. The funding commitment made at the GSPDB Funding Meeting shall set the Member's maximum financial contribution to the GSP Development Budget. Members may continue this item to a later meeting so long as the continuance does not substantially impair the ability of the Authority to fulfill its purpose while the matter is pending.

The GSP Development Budget is expected to be reviewed and adjusted annually during the development of the GSP. Should the GSP Development Budget be subsequently modified by a majority of the votes of the Directors appointed by the Members and Associates in a manner that does not result in an increase to the dollar amount greater than the originally adopted GSP Development Budget, all funding commitments may be adjusted in a manner that maintains the Member's funding commitment as a percentage of the total GSP Development Budget. Should the GSP Development Budget be so modified in a manner that results in an increase to the dollar amount greater than the originally adopted GSP Development Budget, the Authority shall hold another GSPDB Funding Meeting at which the Directors appointed by Members shall determine how, if at all, a Member's and/or Associate's maximum contribution will increase. A Member unwilling or unable to fund its proportional share of the increase shall have its votes adjusted accordingly based on the formula in Article IV Section 2.1.3.

Members shall be classified as a "Funding Member," a "Partial-Funding Member," "Non-Funding Member" or an "Extra-Funding Member" as set forth immediately below.

1.1.1 Funding Member: Any Members that commit to funding $1/[\text{total number of Members}]$ of the GSP Development Budget shall be classified as a Funding Member. For example, if there are four Members at the time of the GSPDB Funding Meeting, then a Funding Member would commit itself to funding $1/4$ of the GSP Development Budget.

1.1.2 Partial-Funding Member: Any Member that commits to funding some amount less than $1/[\text{total number of Members}]$, but more than zero, shall be classified as a Partial-Funding Member.

1.1.3 Non-Funding Member: Any Members that do not commit to funding any portion of the GSP Development Budget shall be classified as a Non-Funding Member.

1.1.4 Extra-Funding Member: Any Members that commit to funding greater than $1/[\text{total number of Members}]$ of the GSP Development Budget shall be classified as an Extra-Funding Member.

1.2 MEMBER FUNDING LEVELS FOR ANNUAL BUDGETS. After the GSP is developed, the Authority will adopt Annual Budgets to implement the GSP and/or otherwise fund its operations. Any costs incurred in the operation of the GSA prior to adoption of the GSP shall be accounted for in the GSP Development Budget. The matter of each Member's funding contribution commitment toward funding of all non-GSP Development Budget annual budgets shall be placed on the agenda of the Board meeting immediately following the meeting at which the respective annual budget is adopted by the Board. Said meetings shall be referred to herein as the "Annual Budget Funding Meetings." Each Member shall make a legally binding commitment of its funding contribution toward said annual budgets at the Annual Budget Funding Meetings. Members shall then be (re-)classified in a manner consistent with the process set forth in Section 1.1 above.

1.3 EQUAL FUNDING OPPORTUNITY. For the purpose of determining voting shares, if, after all Members make their respective funding commitments, the decision by a Member or Members to be a Partial-Funding Member or Non-Funding Member, results in funding commitments being less than the outstanding amount of funding needed cover expenses in the GSP Development Budget (the "Funding Shortfall"), any Member making a binding commitment to be a Funding Member will have the equal opportunity to become an Extra-Funding Member by making an additional binding funding commitment toward the Funding Shortfall. This process of providing additional funding by Funding Members who choose to become Extra-Funding Members shall continue until the Funding Shortfall is reduced to zero (0) through additional binding contributions. In this manner, all Members who become Funding Members will have an equal opportunity to become Extra-Funding Members with equal standing in terms of voting shares.

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2 **VOTES:** The affirmative vote of a majority of the Board voting share shall be required for the approval of any Board action.

2.1 **MEMBER VOTE SHARES.** Each Member shall have the specific number of votes during said budget cycles as follows:

2.1.1 Funding Members shall each have four (4) votes.

2.1.2 Non-Funding Members shall each have two (2) votes.

2.1.3 Partial-Funding Members and Extra-Funding Members shall each have the following vote share:

$$V = 2 + 2MC/B$$

- V is the number of votes a Member has;
- M is the number of Members;
- C is the Members monetary contribution toward the total budget; and
- B is the total budget.

2.2 **ASSOCIATE & INTERESTED PARTIES VOTE SHARES.** Associates and Interested Parties shall have the specific number of votes during all budget cycles as provided for in Article V, provided, however, that in no event shall Members collectively have less than 70% of the total voting share of the Authority. Should the votes allocated to Associates and Interested Parties result in the Members receiving less than 70% of the total voting share of the Authority, the Members shall be allocated the number of additional votes that will equate to an aggregate 70% of the voting share of the Authority. Said additional votes shall be distributed to the Members consistent with their funding status.

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ARTICLE V

ASSOCIATES AND INTERESTED PARTIES

1 ASSOCIATES:

1.1 APPLICATION TO BECOME AN ASSOCIATE. It is the Authority's intention to include certain entities, to the extent allowed by law and approved by the Authority's Directors appointed by its Members, in the sustainable management of groundwater within the Basin. To that end, only Directors appointed by the Members may vote to approve an application from an entity requesting to participate as an Associate in the GSA and/or GSP as permitted by the Act, SGMA, this Agreement, and any by-laws adopted by the Authority. The application shall be on a form developed by the Authority and shall include substantially the same types of information required as if the entity was filing to become a GSA. In the event an application is deemed incomplete, the Authority shall notify the entity in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Associate status shall be consistent with the express requirements of this Agreement and subject to approval by the Directors appointed by the Members.

1.2 GENERAL REQUIREMENTS.

1.2.1 Eligibility. Generally speaking, Associate Board seats and corresponding voting powers are intended to be made available to federally recognized tribes within the Basin, a Federal Agency, the Los Angeles Department of Water and Power, and a limited number of mutual water companies representing themselves independently or in association with other mutual water companies. To be eligible to become an Associate of the Authority, the applicant must be eligible to "participate" in the GSA and/or GSP under SGMA and the Act. No Associate shall be another GSA, or part of another GSA by agreement, within the Basin.

1.2.2 Inclusion of new areas within the GSA. To the extent an entity applying for Associate membership owns and/or controls any areas of the Basin that are not within the Authority's GSA boundary and/or are exempt from the SGMA, the entity must have the authority, and shall agree, to subject any such areas to the Authority's jurisdiction, including, but not limited to, implementation of any GSP requirements, and funding the Authority's costs to implement the GSP within such areas, unless otherwise agreed to by a majority of the Members. Such areas may be designated as a Management Area pursuant to Article II Section 4.3.

1.3 SPECIAL REQUIREMENTS. The following special requirements are in addition to any general requirements:

1.3.1 Tribal Participation. Tribes may be eligible to participate as authorized by Water Code Section 10720.3(c). To be eligible to participate as an Associate of the Authority a tribe must be federally recognized and have sovereign lands within the Basin.

1.3.2 *Federal Agency Participation.* While there are multiple Federal Agencies potentially eligible to become an Associate, there shall be a maximum of one Associate Board seat available for those Federal Agencies collectively. If the Federal Agencies are unable to agree on which agency among them is best suited to be an Associate of the Authority those agencies shall file competing applications to become the federal Associate of the Authority.

1.3.3 *LADWP.* The Los Angeles Department of Water and Power's participation in the GSA as an Associate shall be conditioned on its providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members, and providing information deemed relevant to the preparation and implementation of the GSP. The GSP shall only otherwise apply to LADWP water management activities to the extent the City of Los Angeles and Inyo County agree that the GSP requirements do not directly conflict with the Water Agreement.

1.3.4 *Mutual Water Companies.* While there are multiple mutual water companies and/or corporations regulated by the PUC (collectively referred to as "mutual water companies") potentially eligible to be an Associate, there shall be a maximum of three available Associate seats for those mutual water companies collectively. If the mutual water companies are unable to agree on which company(s) among them are best suited to be an Associate, those mutual water companies, or groups thereof, shall file competing applications to become an Associate of the Authority. Any such participation in the GSA as an Associate shall be conditioned on their providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members.

1.3.5 *Additional conditions.* Additional conditions required for Associates may be established by a majority of the votes of the Directors appointed by the Members.

1.4 ASSOCIATE BOARD APPOINTMENTS AND VOTES.

1.4.1 *In General.* All Associates shall appoint one Primary Director and one Alternate Director (sometimes referred to herein as a "Director") to the Board of Directors. The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is unable to attend a Board of Directors meeting. Directors shall serve at the pleasure of the governing body appointing them and may be removed at any time, with or without cause, in the sole discretion of the Associate's governing body or equivalent thereof. Each Director shall hold office until his/her successor is selected by the Associate and the Authority has been notified of the succession in writing. Votes shall be allocated to Associates and available as follows:

1.4.2 *Tribes.* Each tribal Associate shall have two (2) votes.

1.4.3 *Federal Agency Votes.* The Federal Agency Associate shall have two (2) votes.

1.4.4 *LADWP*. The LADWP Associate shall have four (4) votes.

1.4.5 *Mutual Water Companies*. Each mutual water company Associate shall have two (2) votes.

2 INTERESTED PARTIES:

2.1 IN GENERAL. The Authority intends to allow other entities that are ineligible to become an Associate, or whose applications to become an Associate have been denied, or that choose not to be an Associate, to participate as an Interested Party as provided for by SGMA section 10727.8 and this Agreement. Those eligible to become an Interested Party are listed on Exhibit B to this Agreement, and shall not also be an Associate, or part of a group already represented on the Authority by an Associate. The Authority shall provide for four (4) seats on its Board of Directors held by representatives of Interested Parties. The (4) four Interested Parties' Director seats shall be selected by the Directors appointed by the Members. Each Director appointed as an Interested Party Director shall have one vote, except as otherwise specified herein.

2.2 APPLICATION TO BECOME AN INTERESTED PARTY. The application shall be on a form developed by the Authority. The application shall include substantially the same types of information required as if the entity was filing to become a GSA or as otherwise relevant to the applicant's interest in the Basin. In the event an application is deemed incomplete, the Authority shall notify the entity or individual in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Interested Party status shall be consistent with the express requirements of this Agreement and subject to approval by a majority of the votes of Directors appointed by the Members and Associates.

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ARTICLE VI

MISCELLANEOUS PROVISIONS

1 WITHDRAWAL & TERMINATION:

1.1 WITHDRAWAL OF A MEMBER. A Member may not withdraw from this Agreement after conclusion of the GSPDB Funding Meeting until the GSP is approved for implementation. After the GSP is approved for implementation, any Member may withdraw from this Agreement upon written notice given (3) three months prior to the adoption of the next annual budget. Any such withdrawal shall not become effective until the later of the end of the fiscal year within which the withdrawal notice was provided or when a replacement GSP has been adopted and implemented for any areas that would otherwise become unmanaged by virtue of the Member's withdrawal. The withdrawal of one or more Members shall not terminate this Agreement or result in the dissolution of the Authority. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal of any Member, and the Authority shall remain in operation provided that there are at least two Members remaining in this Agreement.

1.2 WITHDRAWAL OF ASSOCIATE. Any Associate may withdraw from this Agreement upon three months' written notice, effective the following fiscal year.

1.3 WITHDRAWAL OF INTERESTED PARTY. Any Interested Party may withdraw from participation one months' written notice.

1.4 DISPOSITION OF ASSETS UPON WITHDRAWAL. Any asset received or otherwise acquired by the Authority shall remain the Authority's asset upon withdrawal of any Member, Associate or Interested Party.

1.5 TERMINATION OF PARTICIPATION. The Directors appointed by Members may vote to terminate the formal participation of any Associate or Interested Party in their sole discretion. A majority of the Members may also terminate any other Member for cause including, but not limited to, the failure to meet its obligations as set forth in this Agreement or as otherwise may be required. In the event of a termination, this Agreement shall continue in full force and effect among the remaining members as set forth immediately below.

1.6 ONGOING OBLIGATIONS. Any withdrawal or termination of a Member, Associate, or Interested Party shall not relieve it of its financial obligations (including, but not limited to, indemnity obligations, capital costs, debt obligations, CalPERS unfunded Liability, or any net operations and maintenance costs resulting from such withdrawal) arising under this Agreement prior to the effective date of the withdrawal or termination.

2 OBLIGATIONS AND AUTHORITY: The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Members.

3 **LIABILITY OF THE PARTIES:** No debt, liability, or obligation of any one Member, Associate, or Interested Party shall constitute the debt, liability, or obligation of any of the other Member, Associate, or Interested Party. The Authority created hereunder shall indemnify and hold harmless the Members, Associates, and Interested Parties, and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a Member, Associate, or Interested Party, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

4 **DISSOLUTION.** The Authority may be dissolved at any time upon the unanimous vote of the Directors appointed by the Members and approval of the Members' governing boards. However, the Authority shall not be dissolved until all debts and liabilities of the Authority have been eliminated. Upon dissolution of the Authority, each Member shall receive its proportionate share of any remaining assets after all Authority liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

5 **DESIGNATION OF SUCCESSOR OR ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Members. Any successor or assignee of a Member must be eligible to form a GSA as set forth by the SGMA at Water Code § 10723.6(a), must incur all responsibilities of the original Member under this Agreement and must be approved by a majority of the Board of Directors.

6 **SUCCESSOR ENTITY:** If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Board of Directors to be a "successor entity," that entity or entities shall receive title to all property held by the Authority pursuant to this Agreement.

7 **NO SUCCESSOR ENTITY:** Upon termination of the Authority, with no successor entity, all assets and funds, including the proceeds of the sale of property, in the possession of the Authority after payment and/or satisfaction of all lawfully incurred

EXHIBIT A
POTENTIAL MEMBERS

- 1 BIG PINE CSD
- 2 CITY OF BISHOP
- 3 COUNTY OF INYO
- 4 COUNTY OF MONO
- 5 EASTERN SIERRA CSD
- 6 INDIAN CREEK-WESTRIDGE CSD
- 7 LONE PINE CSD
- 8 KEELER CSD
- 9 SIERRA HIGHLANDS CSD
- 10 SIERRA NORTH CSD
- 11 STARLITE CSD
- 12 TRI-VALLEY WATER MANAGEMENT DISTRICT
- 13 WHEELER CREST CSD

EXHIBIT B
POTENTIALLY ELIGIBLE INTERESTED PARTIES

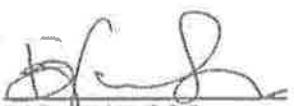
- 1 Agricultural Businesses
- 2 Disadvantaged Communities Not Already Represented
- 3 Domestic Well Owner Groups
- 4 Environmental Organizations
- 5 Environmental Users
- 6 Federal Agencies
- 7 Mutual Water Companies
- 8 Non-Agricultural Businesses with private wells
- 9 Public Water Systems
- 10 State Agencies
- 11 Tribes
- 12 Others as set forth in SGMA section 10727.8

obligations of the Authority, shall be returned to the members in proportion to their contribution in a manner consistent with Section 1.4 above.

8 **AMENDMENTS:** This Agreement may only be amended by a written amendment approved by the governing bodies of all Members.

9 **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.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

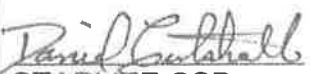
 BIG PINE CSD	_____ KEELER CSD
_____ CITY OF BISHOP	_____ SIERRA HIGHLANDS CSD
_____ COUNTY OF INYO	_____ SIERRA NORTH CSD
_____ COUNTY OF MONO	_____ STARLITE CSD
_____ EASTERN SIERRA CSD	_____ TRI-VALLEY WATER MANAGEMENT DISTRICT
_____ INDIAN CREEK-WESTRIDGE CSD	_____ WHEELER CREST CSD
_____ LONE PINE CSD	

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 <u>CITY OF BISHOP</u>	<u>SIERRA HIGHLANDS CSD</u>
<u>COUNTY OF INYO</u>	<u>SIERRA NORTH CSD</u>
<u>COUNTY OF MONO</u>	 <u>STARLITE CSD</u>
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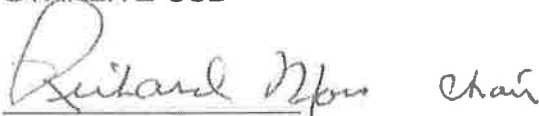
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<u>INDIAN CREEK-WESTRIDGE CSD</u>	 <u>WHEELER CREST CSD</u>
<u>LONE PINE CSD</u>	(CHAIRMAN)

Owens Valley Groundwater Authority
Bishop Fire Training Facility, East Line Street, Bishop California

October 5, 2017 3:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors 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 Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (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 alternative formatting of this agenda, please notify the Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

1. Public comment.
2. Introductions.
3. Election of temporary chair to conduct meetings for those meetings held before OVGA Bylaws are adopted and permanent officers are elected.
4. Presentation regarding public meeting and conflict of interest laws (Inyo County).
5. Presentation of Draft GSP Development Budget pursuant to JPA Article II.4.1. (Inyo County).
6. Discussion regarding providing notice to State DWR of the OVGA's intention to become the GSA for the Owens Valley Groundwater Basin (Inyo County).
7. Discussion regarding Inyo County's application to DWR for funding to prepare a Groundwater Sustainability Plan for the entire Basin (Inyo County).
8. Discussion of potential request for a groundwater basin boundary modification (Inyo County) and potential action regarding same.
9. Set temporary meeting schedule through January (Board of Directors).
10. Discussion of Joint Powers Agreement terms (Board of Directors).
11. Comments from Members of the Board (Board of Directors).
12. Adjourn.



(760) 878-0001
FAX: (760) 878-2552

EMAIL: mail@inyowater.org
WEB: <http://www.inyowater.org>

P.O. Box 337
135 South Jackson Street
Independence, CA 93526

**COUNTY OF INYO
WATER DEPARTMENT**

September 11, 2017

TO: Owens Valley Groundwater Authority Members
FROM: Inyo County Water Department
SUBJECT: Draft GSP Development Budget

The Joint Exercise of Powers Agreement creating the Owens Valley Groundwater Authority (Article II Section 4.1 – GSP Development Budget) requires that:

...within six months of the formation of the Authority, the Inyo County Water Department shall, with input from any Members and as it otherwise deems appropriate, develop the Authority's initial budget for development of the GSP [Groundwater Sustainability Plan] over a multi-year period (i.e. until the GSP is approved for implementation) within the requirements of the SGMA (hereinafter referred to as the "GSP Development Budget"). The GSP Development Budget shall function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions...

Upon notice from the Inyo County Water Department that the GSP Development Budget is complete and ready for approval, the Authority shall place the matter on the next possible Board meeting agenda. The Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department. In other words, approval of the GSP Development Budget shall be a ministerial act of the Board of Directors, provided, however, that it may be modified by the Board at a subsequent meeting(s) by a majority of the votes of the Directors appointed by the Members and Associates.

The Water Department has prepared a draft GSP Development Budget, and is soliciting input from the Authority Members concerning the draft budget. The two tables below make up the initial budget for development of the GSP. Table 1 delineates administrative expenses that will be borne by GSA members in one fashion or another. For purposes of budgeting (and demonstrating match requirements in any grant application) the costs of these tasks should be recognized in the budget, however, it is assumed that these tasks could be performed by member

agencies and credited against their respective funding commitments or on a contract reimbursement basis. As you review this draft budget, if you believe that your agency may be interested in performing any of the identified administrative tasks, please let us know along with your proposed hourly rate. While discussions of which agency may provide which services can be discussed and agreed upon later, along with the resulting contract agreements, knowing what folks may be interested in doing now, and for what price would be helpful in refining the budget before it is submitted to the JPA Board for Approval.

Table 2 describes tasks that would be undertaken by a contractor preparing the GSP, which may be funded by a grant if the GSA is a successful grant applicant. The GSP Development Budget set out below is assumed to be a three-year project, anticipating that the GSP would be prepared and submitted to DWR for review by mid-2021 and implemented well prior to the January 31, 2022 deadline by which the basin must be managed under a GSP. The Administrative Budget (Table 1) is based on Water Department staffs' experience with grants, proposals, RFP/RFQs, meeting preparation, and contract management. The Plan Preparation Budget (Table 2) was developed based on budgets from other basins, with consideration of basin-specific aspects of the Owens Valley Groundwater Basin. This draft budget is approximate, with a likely range of uncertainty of $\pm 30\%$. As noted above, this budget can be modified in the future by the GSA Board of Directors. This budget is not yet refined into annual budgets, but approximate annual budgets can be determined by assuming these figures will be distributed equally over three years.

Table 1. GSA Administrative Tasks and Budget

Task	Description	Deliverable	Cost
1. Submit JPA to State	Comply with JPA formation requirements. Responsible party: Inyo.	JPA accepted by State	500
2. Submit GSA notice to DWR	JPA submits required material to DWR to form a GSA. Responsible party: JPA member(s).	Notice accepted by DWR	500
3. Withdraw existing GSA notices	Four existing GSA's withdraw their notices so that JPA/GSA can assume GSA status for whole basin. Responsible parties: Inyo, Mono, TVGMD, Bishop	Notices withdrawn by DWR	500
4. Preparation of initial budget	Inyo WD prepares initial budget for JPA members to identify funding level. Responsible party: Inyo with input from others.	Initial budget adopted by JPA board	680
5. Website development	Website development and maintenance for meeting information and SGMA related documents. Responsible Party: JPA member(s) or contractor.	Web site developed and maintained	15,700
6. Initial meeting	JPA members commit to funding levels, elect officers. Responsible party: JPA members.	Meeting held	600
7. Grant proposal	Develop and submit proposal to DWP for funds to prepare plan. Responsible party: GSA member(s), contractor	Complete grant proposal submitted to DWR	5,100
8. Grant administration and technical assistance.	Manage contract for plan preparation and provide technical assistance to contractor. Responsible party: GSA or GSA member acting as fiscal agent.	Grant billing and reporting maintained.	52,450
9. Meeting preparation and archiving	Notice meetings and public hearings; prepare agendas, minutes, other materials; maintain contact list. Responsible party: GSA member(s).	18 meetings	12,600
10. GSA counsel	Attorney services to GSA – Brown Act compliance, bylaws preparation. Responsible party: GSA member(s).	Legal services for JPA	36,000
11. Associates and interested parties	Contact potential Associates and Interested Parties to determine their interest in participation: GSA.	Address Article V of JPA	2,200
12. Basin boundary modification	GSA may request a basin boundary modification, either for TV/Owens division or extrication of Starlite. GSA or GSA members desiring boundary modification.	Submit complete basin boundary modification to DWR	5,100

13. Data submittal to State	CASGEM compliance has to be maintained. Responsible parties: CASGEM monitoring entities.	CASGEM monitoring entities submit data to DWR	2,040
14. RFP/RFQ for plan preparation	Prepare and circulate RFP/RFQ for contractor to prepare plan. Responsible party: GSA member(s).	RFP/RFQ circulated	2040
15. Plan review	Review of contractor's product. Responsible party: GSA, stakeholders, public.	JPA member review plan	14,960
16. Plan approval	Approval of final plan for submittal. Responsible party: GSA	JPA board adopts plan	--
17. Plan submittal to DWR	Submit plan to DWR. Responsible party: GSA	Plan is submitted to DWR	340
18. DWR plan review	DWR reviews plan. Responsible party: DWR	DWR identifies revisions to plan	--
19. GSP revision and submittal to DWR	GSA revises plan as DWR's review may require. Responsible party: GSA, contractor	JPA revises plan and DWR approves	2040

GSA Administrative Tasks Total	154,030
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Table 2. Groundwater Sustainability Plan Preparation Tasks and Budget

Task	Description	Deliverable	Cost
1. Initial meeting	Plan preparation consultant meets with GSA and public to discuss GSP requirements, GSP goals and objectives, and GSP outline.	Presentation materials and meeting summary.	15,000
2. Data compilation, review, and management	Consultant works with GSA members to compile available documents and data related to GSP preparation, including technical standards, monitoring plans, reporting protocols, reports, studies, plans, models, and court documents. Describe current basin condition with respect to SGMA sustainability criteria. Data gaps are identified. Develop a system for storing and accessing data.	Plan content.	35,000
3. GSP area and GSA information	Describe institutional and jurisdictional framework, demographics, and land use in GSA/GSP area	Plan content	35,000
4. Hydrogeologic conceptual model	Describe groundwater system (structural geology, hydrostratigraphy, recharge and discharge zones, hydraulic parameters, basin boundary conditions, water quality). Includes maps, cross-sections, and other graphical rendering of content.	Plan content	22,000
5. Identify management areas	Identify management areas based on hydrogeologic and managerial considerations based on Tasks 2, 3, and 4.	Plan content	24,000
6. Water budget	Quantify budgets based on Tasks 2, 4, and 5. Identify basin-wide and management-area water budgets.	Plan content	47,500
7. Define sustainability criteria	Identify and discuss SGMA undesirable results' applicability to Owens Valley Basin. Show where undesirable results are not present. Identify minimum thresholds and measurable objectives.	Plan content	27,000
8. Progress report public meeting	Report on progress in a public workshop setting and receive public comment	Meeting presentation materials and meeting notes	15,000
9. Develop/refine monitoring program	Refine existing monitoring programs as necessary to track basin conditions with respect to sustainability criteria.	Plan content	25,000
10. Identify and describe projects and management actions	Identify projects to mitigate groundwater problems, including monitoring network improvements, studies to cause(s) of undesirable groundwater conditions, revisions and updates to groundwater models, and management area specific projects. Develop goals and objectives, scope, tasks, budget, and schedule for projects.	Plan content	47,000
11. Develop system for annual reporting.	Develop strategy and tools for streamlining annual reporting process.	Templates and procedures for producing and submitting annual reports	20,000
12. Develop implementation schedule budget	Estimate ongoing monitoring, management, and reporting costs for GSA.	Plan content	7,000
13. Compilation, presentation, and submittal of GSP	Compile GSP administrative draft for internal review; revise based on internal review, compile public release draft; attend public hearing; based on public hearing and direction from GSA, compile final draft. Submit final draft to state for review.	Final Plan for submittal to DWR	135,000

14. Revise according to DWR evaluation and assessment	Address deficiencies and corrective actions identified by DWR, and resubmit.	Revised final plan accepted by DWR	15,000
15. Coordination meetings	Monthly or bimonthly calls with GSA staff to coordinate plan development activities and maintain progress throughout project.	Call notes and action items	60,000
Contractor cost subtotal			524,500
Contract administration	10% administrative costs for GSA fiscal agent		52,450
Plan Preparation Total			576,950

3-Year Budget Total

GSA Administrative Budget		154,030
Plan Preparation Contractor		524,500
Total		678,530

As you can see, the Budget seems promising and workable. Even without obtaining a grant that will substantially reduce costs, \$678,530 for three years equates to \$226,176 a year. Split equally between the 11 member agencies (not accounting for Associate member cost sharing) the cost is \$20,562 per member per year with each agency sharing equally in voting. If only four (4) of the 11 member agencies agree to fund the JPA (and assuming no partial funding) the cost is \$56,544 per year for those four (4) agencies with each of the four (4) agencies having an equal number of votes. If we are successful in obtaining a grant for the plan preparation total, then \$154,030 split among 11 member agencies for three years would be \$4,668 annually, or less if the contract administration is funded through the grant. This analysis is preliminary and we hope, once the Board is constituted and votes apportioned based on funding commitments, that contributions from Associates and/or a successful grant application can reduce member contributions even further.

Please provide any feedback regarding the proposed budget, and your agencies interest and cost for providing certain administrative tasks by September 30. We are also happy to meet to discuss the draft budget in person before the JPA Board meeting which we are trying to schedule sometime in the next few weeks.

RESOLUTION NO. 2017-

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
AUTHORIZING AN APPLICATION TO BE MADE
TO RECEIVE GRANT FUNDING FOR THE OWENS VALLEY
GROUNDWATER BASIN**

WHEREAS, Inyo County is a Groundwater Sustainability Agency (“GSA”), as defined in California’s Sustainable Groundwater Management Act (SGMA), within the Owens Valley Groundwater Basin (“Basin”); and

WHEREAS, Inyo County is a party to the joint powers agreement establishing the Owens Valley Groundwater Authority (OVGA); and

WHEREAS, it is the intent of the parties to the OVGA JPA that the OVGA will become the exclusive GSA for the Basin, but a number of procedural steps are required before it may do so; and

WHEREAS, State-imposed deadlines will likely necessitate an application for SGMA grant funding be filed before the OVGA is eligible to file the application on its own behalf; and

WHEREAS, out of an abundance of caution Inyo County intends to file an application for such funding to support the development of a Groundwater Sustainability Plan for the entire Basin in order to meet the State-imposed deadlines, and further intends to transfer the grant funding to the OVGA concurrently with the OVGA becoming the exclusive GSA within the Basin.

NOW, THEREFORE, BE IT RESOLVED, that application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant to further the Owens Valley Groundwater Basin’s coming into compliance with the requirements of the SGMA. The Director of the Inyo County Water Department, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

Passed and adopted this 3rd day of October, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Tillemans, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: County Administrator

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Approval of Amendment #2 to the Memorandum of Understanding between the County of Inyo and the Superior Court of California, Inyo County, as it pertains to Juvenile Dependency Counsel Costs and Responsibilities

DEPARTMENTAL RECOMMENDATION:

Request your Board consider (1) approving Amendment #2 to the Memorandum of Understanding between the County of Inyo and the Superior Court of California, Inyo County, as it pertains to Juvenile Dependency Counsel Costs and Responsibilities, and authorize the County Administrative Officer to sign contingent on signatures by the Court, and (2) authorize the County Administrator, on behalf of the County, to exercise the Termination of Juvenile Dependency Costs Arrangement clause contained in the proposed amendment if, in the future, he determines it is in the County's interests to do so.

SUMMARY DISCUSSION:

Background

Since the State of California assumed responsibility for the operation and funding of the Superior Court, the County has continued to provide certain services to the Court under the terms of a Memorandum of Understanding (MOU). Over the years the MOU has been updated from time to time to reflect current status of relevant legislation and implement modifications to service levels and/or compensation desired by the parties. Most recently, the MOU was rigorously renegotiated in July 2011, and then amended with respect to the provision of juvenile dependency legal services in 2013.

As set forth in AB 233 and pursuant to California Government Codes § 77003, 77200 and California Rule of Court 10.810 (formerly Rule 810), the State is responsible for funding the cost of counsel in juvenile dependency actions, and any associated costs. However, rather than directly coordinate and fund the costs of juvenile dependency counsel, the Court has, historically, negotiated with the County to provide these services through the agreements the County maintains with contract attorneys who provide the balance of public defender services for which the County is obligated to provide. Under the "Fiscal Operations Assumed by the Court" section, the 2011 MOU provided:

D. The Court's obligation to pay for the cost of counsel in juvenile dependency actions, and any associated costs, is satisfied by the payment of 50% of Inyo County's first dependency public defender contract and 50% of Inyo County's second dependency public defender contract to the County by the Court. Any and all costs for appointment of counsel outside of those with whom the County has public defender contracts, and related services, for dependency representation shall be the sole responsibility of the Court;

Under this arrangement, the Court paid the County approximately \$106,000 in Fiscal Year 2012-2013 for having the County's four (4) contract public defenders provide juvenile dependency counsel services as part of their scopes of work. These funds were used to defray the costs of the County's public defender budget, which was approved at \$854,654 in Fiscal Year 2012-2013.

In 2013, the Court indicated its desire to renegotiate aspects of the MOU pertaining to the Court's payments for juvenile dependency counsel services provided by the County on behalf of the Court. Beginning in Fiscal Year 2013-2014, the State of California reimbursed the Superior Court of California, County of Inyo, up to \$76,990 for its juvenile dependency counsel costs, and the Court asked the County to consider continuing to provide juvenile dependency counsel services on behalf of the Court capped at \$76,990 per year. (The Court also expressed its interest in having the County continue its efforts to re-instate a fifth, part-time public defender contract.) However, since Fiscal Year 2003-2004, the lowest amount of money the Court had ever paid the County for providing its juvenile dependency counsel services is \$82,051.

Of importance, and as noted in the 2013 Agenda Request Form regarding the proposed amendment to the MOU, the Court, and not the County, has sole authority for appointing public defenders to any case within its jurisdiction, including juvenile dependency matters, and for setting the Court calendars. Assigning public defenders to juvenile dependency matters can require up to four attorneys. This, in turn, may create scheduling conflicts with other public defender cases, resulting in the Court appointing out-of-contract attorneys for other public defender services at additional expense to the County. As a result, it was and remains difficult for the County to consider accepting less money for funding obligations in which it has very little, or no control of the costs.

So, at the time, simply amending the MOU to eliminate the current reimbursement arrangement for juvenile dependency services provided on behalf was problematic for both parties. It was unlikely that the Court would be able to obtain the same level of juvenile dependency services for its budget allocation of \$76,990, and the Court would have incurred additional administrative responsibilities in implementing its own, or a State-sponsored juvenile dependency program. Furthermore, the loss of Court funding provided through the MOU would have impacted the County because each of then-public defender contracts would have had to be renegotiated; an arduous task at best, and one unlikely to result in a dollar-for-dollar savings in lost Court-derived revenue. Therefore, the Board approved amending the 2011 MOU on July 16, 2013, to reflect the following terms:

- The amendment recognized the fiscal challenges the Court expected to face during the next three fiscal years by incorporating a temporary three-year funding arrangement whereby regardless of costs, the Court would pay the County an average of \$100,000 a year for providing juvenile dependency counsel services. The payments would, however, be uneven: \$146,020 in FY 2013-2014; and \$76,990 in fiscal years 2014-2015 and 2015-2016.
- The Court would be temporarily relieved of its obligation to pay for outside appointments if certain circumstances existed related to the number of public defenders with whom the County has contracts, and their availability.
- Incentivizing the County to hire a fifth, part-time public defender by changing the funding allocation from the current arrangement (50% of the 'first' juvenile public defender contract and 50% of the 'second' juvenile public defender contract) and the historic arrangement – 65% of the first juvenile public defender contract and 25% of the second juvenile public defender contract – to a new formula where the County will only be reimbursed 50% of the 'first' juvenile public defender contract and 25% of the 'second' juvenile public defender contract if it only maintains four, full-time public

defender contracts. Based on contracts in the place at the time of the amendment, this would decrease the Courts annual payment to the County from about \$106,000 to \$82,750. However, if the County engaged a fifth, part-time public defender with limited responsibilities as a 'third' public defender for juvenile matters, the Court would reimburse the County 50% of the 'first' juvenile public defender contract and 50% of the 'second' juvenile public defender contract – about \$122,000 per year based on current contract costs.

- Streamlining the provisions for terminating this portion of the MOU.

In approving the amendment, the Board of Supervisors authorized the County Administrator, on behalf of the County, to exercise the Termination of Juvenile Dependency Costs Arrangement clause contained in the amendment if, in the future, he determines it is in the County's interests to do so.

In 2016, the County and Court agreed to extend the provisions of the 2013 Amendment to the MOU in exchange for the Court paying the County \$100,000 for dependency counsel services the County would provide the Court in Fiscal Year 2016-2017.

Since the Amendment to the MOU was executed in 2013, the County has renegotiated the contracts with the Public Defenders to include a clause that will reduce their contracts in the event that the Court takes over responsibility for dependency counsel. Additionally, the public defender contracts include provisions which require that they report, on a monthly basis, their caseload statistics and hours spent per case type. This reporting has allowed for a more accurate tracking of dependency counsel costs. Based on the data reported the cost of public defender time attributable to dependency counsel was approx. \$85,000.

Status

As your Board was apprised in an August 1, 2017, Agenda Request Form for amending the contract for the 'fifth' public defender services (attached), late last fiscal year, the Court notified the County that the Judicial Council was further reducing the allocation of dependency counsel funding from \$76,900 to \$45,348.

Based on this drastic reduction and in an effort to protect the County, the County Administrator provided the Court with a 60-day notice of intent to terminate the dependency counsel services (attached) with the statement that the County was willing to consider options with the Court during the 60 day notice period.

Since that time, the County Administrator met with both Judges of the Superior Court and believes that we have reached an agreement that meets the needs of the Court while providing cost recovery for the County. The proposed terms of the agreement include:

- Contemplating the County dropping its 'fifth' public defender contracts (incentivized in the 2013 Amendment to the MOU) without penalty.
- Continuing to provide either the Court or County the ability to extricate itself from the juvenile dependency funding arrangement with 60-day notice, ending on a quarter of the fiscal year.
- Providing the Court will reimburse the County for the actual cost of that portion of the public defender contracts associated with the delivery of dependency counsel services. This cost will be calculated based on the monthly reporting of caseload statistics provided by the public defenders as a

part of their contractual requirement, and compared to counsel appointment data and case management data supplied by the Court.

- Payments from the Court to the County will be prorated on a quarterly basis, and paid within 30-days of the quarter ending September 30th, December 31st, March 31st, and June 30th.
- The Court will make every effort to pay the balance in full prior to June 30 of each year, but if due to financial hardship the Court can not pay the full cost of the dependency counsel services being provided by the County, the County will carry the balance forward as an account payable up to \$100,000. If the \$100,000 limit is reached, the provision of services under this section shall cease immediately until payment is made or other arrangements are agreed to in writing by the Parties.
- Any and all costs for appointment of counsel outside of those with whom the County has public defender contracts, and related services, for dependency representation, or conflicts for other cases created by dependency representation, shall revert to being the sole responsibility of the Court.

ALTERNATIVES:

Your Board could choose not to approve the amendment to the MOU, however, this will result in the termination of the County's provision to provide dependency counsel services to the Court. While this alternative would appear to result in the County realizing an approximate \$85,000 savings in public defender costs, this actual cost savings will be reduced to \$35,000 since the elimination of the fifth public defender contract (at a cost of \$50,000) would occur under either scenario. The remaining \$35,000 in savings results from the provisions within the public defender contracts that would reduce their respective contract amounts based on the percentage of their caseload dedicated to dependency counsel. However, this \$35,000 reduction in County costs is less than the \$45,348 in the funding allocated to the Court by the Judicial Council and, therefore would also result in an increased public defender costs compared to available reimbursements.

Your Board could also and independently choose not to designate the County Administrator to exercise the Termination of Juvenile Dependency Costs Arrangement clause contained in the proposed amendment if, in the future, he determines it is in the County's interests to do so.

OTHER AGENCY INVOLVEMENT:

Superior Court of California, County of Inyo

FINANCING:

If approved, the MOU will result in the Court paying the County the actual cost associated with providing juvenile dependency services on behalf of the Court for the remaining three quarters of Fiscal Year 2017-2018. Other aspects of the amendment may result in cost savings for the County requiring the Court to pay for out of contract appointments. And, even if those savings do not materialize, the actual cost of providing the services will be reimbursed by the Court. Furthermore, if the amendment does not result in meeting the cost needs of either the Court or the County, either party may terminate the juvenile dependency arrangement, and allows for the agreement to be reexamined after one year.

APPROVALS

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

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



Date: 09/27/2017

FISCAL OPERATIONS ASSUMED BY THE COURT

As set forth in AB 233 and pursuant to California Government Codes § 77003, 77200 and California Rule of Court 10.810 (formerly Rule 810), the State is responsible for funding the following items:

- A. Salaries, benefits and public agency retirement contributions for the Court Judges, subordinate Judicial Officers, and other Court staff including staff positions specifically prescribed by statute;
- B. Vacation, sick leave, and administrative leave for all Court staff and any subordinate Judicial Officers;
- C. Services and supplies relating to Court operations;
- D. The cost of counsel in juvenile dependency actions, and any associated costs.
- E. Court appointed counsel for minors, pursuant to Chapter 10 (commencing with 3150) of Part 2 of Division 8 of the Family Code;
- F. Actual and indirect costs for County services, as agreed to by the parties, as set forth in this MOU and Attachments, and as allowed by applicable law; and, G. The Inyo County Family Law Facilitator Program.

Juvenile Dependency Counsel and Associated Costs (Amended October 1, 2017)

A. Juvenile Dependency Counsel and Associated Costs

The Court's obligation to pay for the cost of counsel in juvenile dependency actions identified in paragraph D in the preceding section is satisfied by the following. Notwithstanding the termination and amendment provisions of this MOU, or the termination provisions of Paragraph C in this Juvenile Dependency Counsel and Associated Costs section, the parties acknowledge that this section is expected to remain in effect for a period through June 30, 2018, at which time the parties may further amend or unilaterally terminate the provisions of this section:

The Court will reimburse the County for the actual cost of that portion of the public defender contracts associated with the delivery of dependency counsel services. This cost will be calculated based on the monthly reporting of caseload statistics provided by the public defenders as a part of their contractual requirement. The County will share these caseload statistics with the Court for the purposes of ascertaining and agreeing to the payment provisions of this section. The percentage of dependency cases to total case load will serve as a basis for calculating the cost of the dependency counsel services. This percentage of case load will then be cross-checked with case statistics and appointment verification from the Court's case management system. The Court will share its case statistics and appointment verification data with the County for purposes of evaluating caseload statistics provided the County's public defenders or otherwise necessary for ascertaining and agreeing to the payment provisions of this section.

Payments from the Court to the County will be prorated on a quarterly basis, and paid within 30-days of the quarter ending September 30th, December 31st, March 31st, and June 30th. In the event that the Judicial Council allocated funding for dependency counsel is fully expended prior to the end of the fiscal year the remaining balance will be carried by the County as an account payable. The Court will make every effort to pay the balance in full prior to June 30 of

each year but, if due to financial hardship, the Court can not pay the full cost of dependency counsel services the County will carry the balance forward as an account payable up to \$100,000. If the \$100,000 limit is reached, the provision of services under this section shall cease immediately until payment is made or other arrangements are agreed to in writing by the Parties.

Any and all costs for appointment of counsel outside of those with whom the County has public defender contracts, and related services stemming from the County's provision of dependency representation on behalf of the Court shall be the sole responsibility of the Court regardless of whether the out-of-contract costs are related to dependency or other juvenile or adult matters.

Furthermore, during this period, the parties also agree that the Court will assume the responsibility for all costs of related, non-attorney services for dependency representation.

C. Termination of Juvenile Dependency Costs Arrangement

Either the Court or the County may unilaterally terminate the arrangements described above, without materially changing any other aspect of this MOU, and elect to have the Court pay directly for all costs of counsel in juvenile dependency actions, and associated costs as provided by law, by providing the other party with not less than 60-days notice of its intent to do so effective at the beginning of the next fiscal quarter (e.g. October 1st; January 1st; April 1st; or July 1st).



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: County Administrator

FOR THE BOARD MEETING OF: August 1, 2017

SUBJECT: Approval of Contract Amendment #2 for Public Defender Contract

DEPARTMENTAL RECOMMENDATION

Request your Board approve Amendment #2 between County of Inyo and Steven M. Place for the Provision of Professional Services as a Public Defender [Dependency] extending the end date to September 30, 2017 and increasing the contract amount by \$8,333.34, contingent upon the adoption of the budget, and authorize the Chair to sign.

SUMMARY DISCUSSION

The County is required to fund the costs of providing Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. However, under State law, the costs of counsel and associated costs in juvenile dependency actions are responsibility of the Superior Court and not the County.

The Trial Court Funding Act of 1997 made funding of the Inyo County Superior Courts operations an obligation of the State of California instead of counties, thereby vesting fiscal control of the courts in the courts and independent of the County Board of Supervisors. In the wake of the Trial Court Funding Act, the County of Inyo and the Superior Court of California, County of Inyo entered into a Memorandum of Understanding to articulate the new relationship between the County and the Court. The MOU delineated roles and responsibilities between the Court and the County, and provided funding mechanisms for either entity to continue to provide services on behalf of the other despite the realignment of responsibilities as a result of the Trial Court Funding Act. Over the years, the MOU has been updated to reflect current status of relevant legislation and implement modifications to service levels and/or compensation desired by the parties; always with the goal of providing a reasonable mechanism for ensuring continued cooperation between the County and the Court in the provision of public services to the community.

As part of this agreement, the County agreed to utilize its contract public defenders to provide juvenile dependency services that would otherwise be the responsibility of the Superior Court and, in exchange, the Superior Court agreed to contribute funding to offset a portion of the County's contract public defender costs. As indicated below, over time, the amount of funding the Superior Court has been able or willing to provide the County in exchange for providing contract attorneys to meet the Courts juvenile dependency obligations has diminished while the County's costs have increased.

The attached table shows the efforts of both the County and the Court to work cooperatively in the provision of juvenile dependency counsel services. The table also shows that, over time, the terms of County-Court MOU relative to the provision of juvenile dependency counsel services have changed, and the result of these changes – based on current year contract public defender costs – have resulted in the County accepting less reimbursement for providing juvenile dependency counsel costs on behalf of the Court.

In keeping with its longstanding partnership with the Superior Court and in recognition of the interdependence of the County and the Court in providing public services (including free juvenile dependency representation), the County

has worked with the Court to absorb the impacts of its decreased funding contributions through amendments to the MOU. The most recent amendment to the MOU, approved by the Board of Supervisors on July 16, 2013, resulted in the County accepting a temporary reduction in payments from the Court AND agreeing to contract with fifth public defender, on a part-time basis, dedicated solely to dependency and delinquency cases. Mr. Place holds this contract.

The Superior Court has informed the County that the State of California will only provide the Court with \$45,348 to fund its juvenile dependency counsel services in Fiscal year 2017-2018. Under the terms of the current MOU, the Court is obligated to provide the County with \$122,750 for the provision of juvenile dependency counsel services on behalf of the Court.

The MOU requires that the arrangement for the County providing juvenile dependency counsel services on behalf of the Court can be terminated by either party providing 60-days notice of its intent to do so effective the beginning of the next fiscal quarter. The Board of Supervisors authorized the County Administrator to exercise the MOU's provisions for the Termination of Juvenile Dependency Costs Arrangement if deemed in the County's interests to do so. In light of the \$77,402 shortfall in the Court's ability to fund its obligations, it has been necessary to exercise this provision.

I want to stress that I remain hopeful that the County and Court can reach an equitable arrangement for the County's ongoing provision of juvenile dependency counsel services on behalf of the Court. However, exercising this termination provision was necessary to protect the County's interests and to meet the notification requirements of the MOU, as well as the notification requirements contained in five (5) other public defender contracts which call for a reduction in compensation if the provision of juvenile dependency services requirement is eliminated.

Extending Mr. Place's contract until the beginning of the next fiscal quarter will ensure the County continues to provide the Court with access to the highest level of juvenile dependency counsel services specified in the MOU while the parties attempt to resolve the Court's funding shortfall. Staff may return to your Board with a third amendment to County's contract with Mr. Place in September reflecting his request for an increase in compensation, if the negotiations are successful) or extending the term of the current contract if the negotiations require more time.

ALTERNATIVES

Your Board could choose to deny the approval of the amendments to extend the contract, and still be in compliance with the MOU. However, this is not advised, since this amendment will only extend the current arrangement to the end of the first quarter of the fiscal year, and the Court has the funds to meet its MOU obligations through this period, and doing so will allow the County to pursue further options with the Courts on how dependency cases are handled in the future.

OTHER AGENCY INVOLVEMENT

Superior Court of the State of California, Inyo County

FINANCING

Funding for this amendment is in the Fiscal year 2017-2018 Preliminary Public Defenders Budget #022600, and will be included in the Fiscal Year 2017-2018 CAO Recommended 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>7/27/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>7/27/17</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>7/27/17</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 07-27-2017



COUNTY OF INYO

ADMINISTRATOR'S OFFICE

KEVIN D. CARUNCHIO
COUNTY ADMINISTRATIVE OFFICER



August 1, 2017

Court Executive Officer
Pamela M. Foster
Superior Court of California, County of Inyo
301 West Line Street
Bishop, CA 93514

SUBJECT: 60-DAY NOTICE OF INTENT TO TERMINATE INYO COUNTY'S PROVISION OF JUVENILE DEPENDENCY SERVICES ON BEHALF OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO

Ms. Foster:

As you are aware, we are in the process of scheduling a meeting to discuss the status of the County's ongoing provision of juvenile dependency counsel services on behalf the Court, pursuant to the 2011 Memorandum of Understanding Between the County of Inyo and the Superior Court of California, County of Inyo, as amended with respect to Juvenile Dependency Counsel Costs and Responsibilities on July 16th, 2013 and, subsequently, extended by mutual agreement on June 30, 2016 (the "MOU"). I look forward to our meeting, and remain hopeful of being able to reach some resolution that works for both the County and the Court regarding the Court's ability to reimburse the County for its provision of juvenile dependency counsel services.

However, pending such resolution, and to preserve the County's ability to terminate the provision of juvenile dependency services on behalf of the Court pursuant to the terms of the MOU, I am hereby providing 60-days advance notice, as required Section C of the 2013 amendment, of the County's intent to terminate its provision of juvenile dependency services effective October 1, 2017, the beginning of the next fiscal quarter. The County will proceed with its termination of these services only if the Court is unable to commit to being able to reimburse the County costs provided for in the MOU for Fiscal Year 2017-2018, or a new arrangement cannot be agreed to through another amendment to the MOU before October 1, 2017. I sincerely regret having to exercise this termination clause and, again, remain hopeful that some arrangement can be worked out for the County to continue its longstanding practice of providing these services on behalf of the Court.

EL CAMINO SIERRA

Termination of Juvenile Dependency Services Letter
August 1, 2017
Page Two

Under the terms of the MOU, and based on current public defender contract costs, the Court is estimated to be responsible for reimbursing the County \$122,750 in Fiscal Year 2017-2018. However, the Court has indicated the State of California will only provide the Court with \$45,348 to fund its juvenile dependency counsel services in Fiscal Year 2017-2018. This results in an estimated \$77,402 shortfall in the Court's ability to fund its obligations under the current terms of the MOU.

Furthermore, I want to remind you that, as part of the 2013 Amendment, and in addition to County agreeing to temporarily assume out-of-contract and non-attorney juvenile dependency costs that would otherwise be the responsibility of the Court, the County agreed to consider adding a "fifth" part-time public defender dedicated exclusively to juvenile dependency matters. The cost of that contract has been \$50,000 and, after the Court's corresponding higher reimbursement rate is accounted for, represents an overall cost to the County of an additional \$17,000 compared to the County maintaining just four, full-time contract public defenders available to provide juvenile dependency counsel.

This year, the attorney with who holds this "fifth" contract has requested \$57,600 to continue providing dedicated, part-time juvenile dependency counsel services. If awarded, this fifth contract would result in the County paying an additional \$24,600 a year, net, for providing the Court access to five contract public defenders who can provide juvenile dependency counsel compared to the cost of contracting with just four contract public defenders to provide juvenile dependency services. However, if the Court only reimburses the County \$45,348 this year, the County's costs for providing juvenile dependency services on behalf of the Court will climb to \$102,002. Additionally, if the County exercises its ability to terminate the provision of these services, there is a zipper clause in our public defender contract to remove the provision of juvenile dependency counsel services from the scope of work with a corresponding reduction in contract costs. Exercising this provision, measured against the loss of \$45,348 in revenue, would result in cutting overall County public defender costs.

I have provided the preceding synopsis of cost issues confronting the County relative to its ongoing provision of juvenile dependency counsel services to underscore and help the Court understand my need, however regrettable it may be, to provide notice of the County's termination of these services on behalf of the Court unless some resolution can be reached before October 1st.

I will be contacting you and the Presiding Judge to arrange a time to talk further, and I thank you in advance for your understanding. And, again, I remain positively hopeful for a positive outcome to this matter. Please do not hesitate to contact me with any questions in advance of our meeting.

Sincerely yours,



Kevin D. Carunchio
County Administrator

EL CAMINO SIERRA



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: October 3, 2017

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 9-22-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: October 3, 2017

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 "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 9-22-17



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: Kevin D. Carunchio, County Administrator
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 9-22-17



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: October 3, 2017

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 9-22-17



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: October 3, 2017

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 biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 9-22-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: Kevin Carunchio, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meeting of September 5, 2017, including the Fiscal Year 2017-2018 Budget Hearings.

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 webpage, www.inyocounty.us.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date:

9-22-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk s Use Only:
AGENDA NUMBER

32

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

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Amendment to Inyo County Documentary Transfer Tax Ordinance

DEPARTMENTAL RECOMMENDATION:

Request Board: A) conduct a public hearing to consider an ordinance titled “AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS AMENDING SECTIONS 3.24.020, 3.24.040, 3.24.050, 3.24.060, 3.24.080, 3.24.090, 3.24.100, 3.24.150, AND ADDING SECTION 3.24.180 TO THE INYO COUNTY CODE PERTAINING TO REAL PROPERTY TRANSFER TAX”; and B) waive the first reading of the ordinance and schedule the adoption for 11 am Tuesday, October 10, 2017, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

The current Inyo County Documentary Transfer Tax Ordinance was adopted in 1968 and allows for collecting of documentary transfer tax on each deed, instrument or writing by which any lands, tenements or other realty is sold. Since the original ordinance was adopted, the revenue and taxation code governing the collection of this tax has changed slightly.

The proposed amendments clarify the scope to which the tax applies but does not expand the scope of the tax. Further, amendments to the ordinance would remove obsolete provisions and recognize updated provisions of state law governing the collection of documentary transfer tax by local agencies.


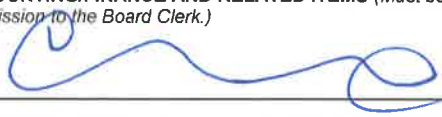

Finally, the updated ordinance provides a cost recovery provision for disputed Documentary Transfer Tax collection actions.

ALTERNATIVES:

The Inyo County Board of Supervisors could choose not to adopt the new ordinance, which would not change the scope of the Document Transfer Tax collected by the County Recorder. However, not updating the ordinance could create some confusion regarding collection procedures and cost recovery for disputed Documentary Transfer Tax matters.

FINANCING:

There is no cost to Inyo County to adopt the amended ordinance.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved:  Date: 8/25/17
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: 8/21/2017
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:

8/21/17

ORDINANCE NO. ORD17- ____

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS
AMENDING SECTIONS 3.24.020, 3.24.040, 3.24.050, 3.24.060, 3.24.080,
3.24.090, 3.24.100, 3.24.150, AND ADDING SECTION 3.24.180
TO THE INYO COUNTY CODE PERTAINING TO REAL PROPERTY TRANSFER TAX**

WHEREAS, Inyo County Code Chapter 3.24 imposes an excise tax on the transfer of real property interests; and

WHEREAS, the Board desires to amend Chapter 3.24 to clarify for the public that the scope of its existing Real Property Transfer Tax applies to changes in control of companies owning realty directly or through subsidiaries; and

WHEREAS, Inyo County desires to amend Inyo County Code Chapter 3.24 to account for exemptions specified by state law and modifications to the provisions of relevant federal laws; and

WHEREAS, all provisions of this ordinance are declarative of existing law;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS as follows:

SECTION ONE: Section 3.24.020 of the Inyo County Code shall be amended to add the following language to the end of the section:

“For purposes of this section, the definition of “realty sold” includes, but is not limited to, a change in ownership as currently set forth in Part 0.5, commencing with Section 60 of Division 1 of the Revenue and Taxation Code, with special reference to Sections 64(c) and 64(d). For the purposes of this section “lien or encumbrances” means third-party liens or encumbrances that are not accounted for in the financing of the property transaction, but does not mean financing mechanisms for the property transfer, such as the purchaser assuming a mortgage or loan on the property held by the seller.”

SECTION ONE: Section 3.24.040 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.040 Exemptions – Debt instrument and deed in lieu of foreclosure

A. Any tax imposed pursuant to this part shall not apply to any instrument in writing given to secure a debt except to the extent any such instrument includes a transfer of a beneficial interest in the lands, tenements, or realty and/or is intended to result in a transfer or beneficial ownership in the lands, tenements, or realty.

B. Any tax imposed pursuant to this part shall not apply with respect to any deed, instrument, or writing transferred to a beneficiary or mortgagee, which is taken directly from the mortgagor or trustor

as a result of or in lieu of foreclosure; provided, that such tax shall apply to the extent that the consideration exceeds the unpaid debt, including accrued interest and cost of foreclosure. Consideration, unpaid debt amount and identification of grantee as beneficiary or mortgagee shall be noted on said deed, instrument or writing or stated in an affidavit or declaration under penalty of perjury for tax purposes.

SECTION TWO: Section 3.24.050 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.050 Exemptions – Governments and political subdivisions.

A. The United States or any agency or instrumentality thereof, any state or territory or political subdivision thereof, or the District of Columbia shall not be liable for any tax imposed pursuant to this chapter with respect to any deed, instrument or writing to which it is a party, but the tax may be collected by assessment from any other party liable therefor.

B. The tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument, or other writing by which realty is conveyed by the State of California, any political subdivision thereof, or agency or instrumentality of either thereof, pursuant to an agreement whereby the purchaser agrees to immediately re-convey the realty to the exempt agency.”

SECTION THREE: Section 3.24.060 of the Inyo County Code is amended so that the reference in subsection B to “subdivision (m) of Section 205” and the reference in subsection C to “subdivision (3) of Section 506” shall be replaced with “Section 101.”

SECTION FOUR: Section 3.24.060 of the Inyo County Code is amended to add subsection E as follows:

“E: The tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument or other writing by which the State of California, any political subdivision thereof, or agency or instrumentality of either thereof, conveys to a nonprofit corporation realty the acquisition, construction, or improvement of which was financed or refinanced by obligations issued by the nonprofit corporation on behalf of a governmental unit, within the meaning of Section 1.103-1(b) of Title 26 of the Code of Federal Regulations.”

SECTION FIVE: The heading of Section 3.24.080 of the Inyo County Code shall be amended in its entirety to read as follows: “Exemptions – Partnership interest and method of holding title transfers.”

SECTION SIX: The references to the year “1954” in subsections (A)(1) and (B)(2) of Section 3.24.080 of the Inyo County Code shall be amended to instead read “1986, as may be amended.”

SECTION SEVEN: Subsection D shall be added to Section 3.24.080 of the Inyo County Code to read as follows:

“D. No levy shall be imposed pursuant to this chapter by reason of any transfer between an individual or individuals and a legal entity or between legal entities that results solely in a change in

method of holding title to the realty and in which proportional ownership interests in realty, whether represented by stock, membership interest, partnership interest, co-tenancy interest, or otherwise directly or indirectly, remain the same immediately after the transfer.”

SECTION EIGHT: Section 3.24.090 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.090 Exemptions - Allocation between spouses.

The tax imposed pursuant to this chapter shall not apply to any deed, instrument or writing which transfers, divides or allocates community, quasi-community or quasi-marital property assets between spouses for purposes of effecting a division of the same, which is required by a judgment decreeing a dissolution or legal separation, by a judgment of nullity or by any other judgment or order rendered pursuant to the Family Code, or by a written agreement between the spouses, executed in contemplation of any such judgment or order, whether or not it is incorporated as part of any such judgment or order. In order to qualify for this exemption, the deed, instrument or writing shall include a written recital, signed by either spouse, stating that it is entitled to the exemption on this basis.”

SECTION NINE: Section 3.24.100 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.100 Credit

If the legislative body of any city in the county imposes a tax pursuant to and in conformance with Part 6.7 of Division 2 of the Revenue and Taxation Code equal to one-half the amount specified in Section 3.24.020, a credit shall be granted against the taxes due under this chapter in the amount of the city’s tax.”

SECTION TEN: Section 3.24.150 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.150 Authority to require records.

The Recorder may rely on the declaration as to the amount of the tax due provided he/she has no reason to believe that the full amount of the tax due has not been paid. However, should the Recorder become aware of information indicating that the full amount of the tax due has not been paid, prior to or after the recording of the deed, instrument, or writing subject to the tax imposed by this chapter, the Recorder may, by notice served upon any person or entity liable therefor, require him/her/it to furnish a true copy of his/her/its records relevant to the amount of the consideration or value of the interest or property conveyed. The Recorder may also demand that the person(s) and/or entity(s) liable for the tax pay the full amount of tax due, and the Recorder may pursue said demand by any and all lawful means.”

SECTION TEN: Section 3.24.180 shall be added to the Inyo County Code and shall read as follows:

“3.24.180 Tax as a debt and recovery of costs.

A. The amount of any tax imposed by this chapter shall be deemed a debt owed to the County. Any person or entity owing the tax shall be liable in an action brought in the name of the County for the recovery of such debt. The provisions of this section shall not be deemed a limitation upon the right of the County to bring any other action including criminal, civil, and equitable actions, based upon the failure to pay the tax imposed by this chapter or the failure to comply with any of the provisions hereof.

B. The costs to the County for pursuing an action to recover any such tax subject to the credit set forth in Section 3.24.100 shall offset the amount of money distributed to the city after collection of the tax.”

SECTION ELEVEN: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Tillemans, Chair

Inyo County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL

AN ORDINANCE IMPOSING A DOCUMENTARY STAMP TAX ON EACH DEED, INSTRUMENT OR WRITING BY WHICH LAND, TENEMENTS OR REALTY SOLD WITHIN THE COUNTY OF INYO IS GRANTED, ASSIGNED, TRANSFERRED OR OTHERWISE CONVEYED TO OR VESTED IN THE PURCHASER OR PURCHASERS OR ANY OTHER PERSON OR PERSONS.

The Board of Supervisors of the County of Inyo do ordain as follows:

SECTION I. This Ordinance shall be known as the "Real Property Transfer Tax Ordinance of the County of Inyo." It is adopted pursuant to Part 6.7 (commencing with Section 11901) of Division 2 of the Revenue and Taxation Code.

SECTION II. There is hereby imposed on each deed, instrument or writing by which any lands, tenements, or other realty sold within the County of Inyo shall be granted, assigned, transferred, or otherwise conveyed to or vested in the purchaser or purchasers or any other person or persons by his or their direction when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining thereon at the time of sale) exceeds \$100.00, a tax at the rate of 55 cents for each \$500.00 or fractional part thereof.

SECTION III. The tax imposed by Section II shall be paid by any person who makes, signs, or issues any document or instrument subject to the tax, or for whose use or benefit the same is made, signed or issued.

SECTION IV. The tax imposed pursuant to this ordinance shall not apply to any instrument in writing given to secure a debt.

SECTION V. The United States or any agency or instrumentality thereof, any state or territory, or political subdivision thereof, or the District of Columbia shall not be liable for any tax imposed pursuant to this ordinance with respect to any deed, instrument or writing to which it is a party, but the tax may be collected by assessment from any other party liable therefor.

SECTION VI. The tax imposed pursuant to this ordinance shall not apply to the making, delivering or filing of conveyances to make effective any plan or reorganization or adjustment - -

- (a) Confirmed under the Federal Bankruptcy Act, as amended;
- (b) Approved in an equity receivership proceeding in a court involving a railroad corporation, as defined in subdivision (m) of Section 205 of Title 11 of the United States Code, as amended;
- (c) Approved in an equity receivership proceeding in a court involving a corporation, as defined in subdivision (3) of Section 506 of Title 11 of the United States Code as amended; or
- (d) Whereby a mere change in identity, form or place of organization is effected.

Subdivisions (a) to (d), inclusive, of this section shall only apply if the making, delivery or filing of instruments of transfer or conveyances occurs within five years from the date of such confirmation, approval or change.

SECTION VII. The tax imposed pursuant to this ordinance shall not apply to the making or delivery or conveyances to make effective any order of the securities and Exchange Commission, as defined in subdivision (a) of Section 1083 of the Internal Revenue Code of 1954; but only if - -

- (a) The order of the Securities and Exchange Commission in obedience to which conveyance is made recites that such conveyance is

necessary or appropriate to effectuate the provisions of Section 78k of Title 15 of the United States Code, relating to the Public Utility Holding Company Act of 1935;

- (b) Such order specifies the property which is ordered to be conveyed;
- (c) Such conveyance is made in obedience to such order.

SECTION VIII. (a) In the case of any realty held by a partnership, no tax shall be imposed pursuant to this ordinance by reason of any transfer of an interest in the partnership or otherwise, if - -

- (1) Such partnership (or other partnership) is considered a continuing partnership within the meaning of Section 708 of the Internal Revenue Code of 1954; and
 - (2) Such continuing partnership continues to hold the realty concerned.
- (b) If there is a termination of any partnership within the meaning of Section 708 of the Internal Revenue Code of 1954, for purposes of this ordinance, such partnership shall be treated as having executed an instrument whereby there was conveyed, for fair market value (exclusive of the value of any lien or encumbrance remaining thereon), all realty held by such partnership at the time of such termination.
- (c) Not more than one tax shall be imposed pursuant to this ordinance by reason of a termination described in subdivision (b) and any transfer pursuant thereto, with respect to the realty held by such partnership at the time of such termination.

SECTION IX. If the legislative body of any city in the county imposes a tax pursuant to Part 6.7 of Division 2 of the Revenue and Taxation Code equal to one-half the amount specified in Section 2 of this ordinance, a credit shall be granted against the taxes due under this ordinance in the amount of the city's tax.

SECTION X. The county recorder shall purchase from the State Board of Equalization adhesive stamps in suitable denominations to be affixed to the deeds, instruments, and writings subject to tax pursuant to this ordinance.

Any person may purchase adhesive stamps from the county recorder. The recorder shall deposit the proceeds from the sale of stamps in the county treasury within the time and in the manner prescribed by law.

The recorder shall repurchase any unused adhesive stamps sold by him pursuant to this ordinance. As used in this ordinance "adhesive stamps" means any indicia of the tax imposed pursuant to this ordinance which is authorized by law and furnished by the State Board of Equalization.

SECTION XI. The county recorder shall administer this ordinance and shall also administer any ordinance adopted by any city in the county pursuant to Part 6.7 (commencing with Section 11901) of Division 2 of the Revenue and Taxation Code imposing a tax for which a credit is allowed by this ordinance.

On or before the fifteenth day of the month the recorder shall report to the county auditor the amounts of taxes represented by stamps affixed to documents recorded during the preceding month pursuant to this ordinance and each such city ordinance. The Auditor shall allocate and distribute monthly said taxes as follows:

- (1) All monies which relate to transfers of real property located in the unincorporated territory of the county shall be allocated to the county.
- (2) All monies which relate to transfers of real property located in a city in the county which has imposed a tax pursuant to said Part 6.7 shall be allocated one-half to such city and one-half to the county.

- (3) All monies which relate to transfers of real property located in a city in the county which imposes a tax on transfers of real property not in conformity with said Part 6.7 shall be allocated to the county.
- (4) All monies which relate to transfers of real property in a city in the county which does not impose a tax on transfers of real property shall be allocated to the county.

SECTION XII. The recorder shall not record any deed, instrument or writing subject to the tax imposed by this ordinance unless the stamps described in Section X are affixed thereto having a face value equal to the total amount of the tax due under this ordinance. If the party submitting the document for recordation so requests, stamps having face value equal to the total amount of tax due under this ordinance may be deposited with the recorder and shall be affixed to the document by the recorder after the permanent record is made and before the original is returned as specified in Section 27321 of the Government Code.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document or in a separate document the amount of taxes due under this ordinance and the recorder may rely thereon.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document or in a separate document the amount of taxes due under this ordinance and the recorder may rely thereon.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document, or in a separate document, the location of the lands, tenements or other realty described in the document. If said lands, tenements or other realty are located within a city in

the county, the name of the city shall be set forth. If said lands, tenements or other realty are located in the unincorporated area of the county, that fact shall be set forth.

SECTION XIII. The recorder shall cancel the stamps affixed to any document by printing or stamping thereon the date of affixation or recordation.

SECTION XIV. Claims for refunds of taxes imposed pursuant to this ordinance shall be governed by the provisions of Chapter 5 (commencing with Section 5096) of Part 9 of Division 1 of the Revenue and Taxation Code.

SECTION XV. In the administration of this ordinance the recorder shall interpret its provisions consistently with those Documentary Stamp Tax Regulations adopted by the Internal Revenue Service of the United States Treasury Department which relate to the Tax on Conveyances and identified as Sections 47.4361-1, 47.4361-2 and 47.4362-1 of Part 47 of Title 26 of the Code of Federal Regulations, as the same existed on November 8, 1967, except that for the purposes of this ordinance, the determination of what constitutes "realty" shall be determined by the definition or scope of that term under state law.

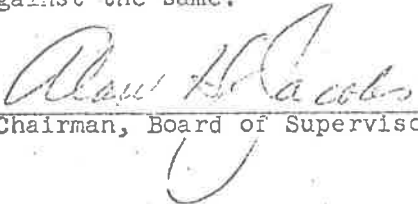
SECTION XVI. Whenever the county recorder has reason to believe that the full amount of tax due under this ordinance has not been paid, he may, by notice served upon any person liable therefor, require him to furnish a true copy of his records relevant to the amount of the consideration or value of the interest or property conveyed.

SECTION XVII. Any person or persons who makes, signs, issues or accepts or causes to be made, signed, issued or accepted and who submits or causes to be submitted for record-

ation any deed, instrument or writing subject to the tax imposed by this ordinance and makes any material misrepresentation of fact for the purpose of avoiding all or any part of the tax imposed by this ordinance shall be guilty of a misdemeanor.

SECTION XVIII. No person or persons shall be liable criminally, for any unintentional error made in designating the location of the lands, tenements or other realty described in a document subject to the tax imposed by this ordinance.

SECTION XIX. This ordinance shall take effect and be in full force and effect from and after the 1st day of January, 1968, and prior to the expiration of fifteen (15) days after its passage, shall be published once in a newspaper of general circulation printed in the County of Inyo, State of California, together with the names of the members of the Board voting for and against the same.


Chairman, Board of Supervisors

ATTEST: DANIEL BROMLEY, CLERK

By 
Deputy



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 33
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:00a.m. Closed Session Informational

FROM: Inyo County Planning Commission

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Zone Reclassification (ZR) #2017-02/Silcott and General Plan Amendment (GPA) #2017-02/Silcott

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

- A) Conduct a public hearing on the following actions for an 8.92-acre site located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop (APN 014-270-18):
- General Plan Amendment No. 2017-02/Silcott changing the General Plan designations from Open Space and Recreation (OSR) and Natural Hazards (NH) to Residential Estate (RE); Residential Rural Medium Density (RRM) and NH to best match the requested zoning and current uses on the property; and,
 - a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2017-02/Silcott and amending the Zoning Map of the County of Inyo by rezoning an 8.92-acre Parcel located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop (APN 014-270-18) from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO to best match the current uses on the property.
- B) Approve a resolution titled "A Resolution of the Board of Supervisors of the County Of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving Zone Reclassification No. 2017-02/Silcott and General Plan Amendment No. 2017-02/Silcott.
- C) Waive the first reading of the above referenced Ordinance approving Zone Reclassification No. 2017-02/Silcott and schedule the enactment for 11:30a.m., Tuesday, October 10, 2017 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

SUMMARY DISCUSSION:

The applicants Bobbie Jo and Dean Silcott are proposing to change the Zoning and General Plan Designations on a property they own, located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop. Currently this parcel has multiple zoning designations of Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) and has the General Plan designations of Open Space and Recreation (OSR) and Natural Hazards (NH). The applicant is requesting the Zoning Designations of Rural Residential with a 5-acre minimum (RR-5.0)

and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO; and the General Plan Designations of Residential Estate (RE); Residential Rural Medium Density (RRM) and NH. These designations best fit the applicant's plans for the parcel and the applicant has indicated that no changes to the uses are foreseen for the future. There is no development proposed at this time. The applicant will be applying for a Lot Line Adjustment after the GPA and ZR with the property also owned by them located on the north east end of the parcel with the proposed GPA and ZR. This Lot Line Adjustment will result in the two parcels being divided by the creek that runs north to south.

In 1991 the previous owner of this property subdivided it with a Parcel Map #291, changed the Zoning and General Plan designations from residential to open space; and obtained a Conditional Use Permit (CUP) to operate a recreational vehicle (RV) park on the western portion of the property. The approval of the PM, GPA, ZR and CUP essentially created an opportunity for a more intensive use than what was currently allowed for at the time (the RV park). The current owners do not want to develop the property with an RV park and may sell part of the property at a future date (the area west of the creek). They also do not want the potential for an RV park to be developed there in the future. The approval of the proposed GPA and ZR would result in the property having similar designations that it had prior to the changes in 1991. The difference being the area to the west had a 2.5-acre minimum and the area to the east had a 5-acre minimum. This current request switches this.

Environmental Review

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed and includes no additional development proposals; the land use designations that are proposed will result in lower impact uses; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption.

The Planning Commission held a Public Hearing on August, 23 2017, took public comment, and voted to recommend that your Board Certify that the project is exempt from CEQA and approve Zone Reclassification No. 2017-02/Silcott and General Plan Amendment No. 2017-02/Silcott with a vote of 4-0 (one member was absent).

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The applicant provided fees to cover the costs of these actions.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9/13/17

Attachments:

- Proposed Resolution
- Proposed Ordinance
- August 23, 2017 Planning Commission Staff Report.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2017-02/SILCOTT AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 8.92-ACRE PARCEL LOCATED BETWEEN SOUTH LAKE ROAD AND MT. TOM VIEW DRIVE, WEST OF THE COMMUNITY OF BISHOP (APN 014-270-18) FROM OPEN SPACE WITH A 40-ACRE MINIMUM (OS-40) AND OS-40 WITH A SNOW AVALANCHE HAZARD OVERLAY (SAHO) TO RURAL RESIDENTIAL WITH A 5-ACRE MINIMUM (RR-5.0) AND RR-5.0 SAHO; AND RURAL RESIDENTIAL WITH A 2.5-ACRE MINIMUM (RR-2.5) AND RR-2.5 SAHO.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Bobbie Jo and Dean Silcott applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO on a property located west of the community of Bishop (APN 014-270-18), as described in Section III of this Ordinance.
- (2) On August 23, 2017, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification Zone Reclassification No. 2017-02/Silcott, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance with Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO.
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.

- (4) Bobbie Jo and Dean Silcott applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Open Space and Recreation (OSR) and Natural Hazards (NH) to Residential Estate (RE); Residential Rural Medium Density (RRM) and NH to best match the requested zoning and current uses on the property.
- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning property to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO, as it best matches the current uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 8.92-acre site located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop (APN 014-270-18) is changed from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO.

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

**Mark Tillemans, Chairperson
Inyo County Board of Supervisors**

ATTEST:
Kevin Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO AND APPROVING ZONE RECLASSIFICATION NO.2017-02/SILCOTT AND GENERAL PLAN AMENDMENT NO.2017-02/SILCOTT

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines as implemented by Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, the Inyo County Planning Department exempted General Plan Amendment No.2017-02/Silcott from environmental review under CEQA Guidelines Section 15061.b, general rule, finding that the proposed General Plan Amendment for the property, located between South Lake Road and Mt. Tom View Drive, west of the Community of Bishop (APN: 014-270-18) with multiple designations to Residential Estate (RE); Residential Rural Medium Density (RRM) and Natural Hazards (NH) from General Plan designations of Open Space and Recreation (OSR) and NH could have no possibility of causing significant environmental effects as the property is already disturbed, includes no additional development proposals and the land use designations that are proposed will result in lower impact uses; and

WHEREAS, the Inyo County Planning Department exempted Zone Reclassification No.2017-02/Silcott from environmental review under CEQA Guidelines Section 15061.b, general rule, finding that the proposed General Plan Amendment for the property, located between South Lake Road and Mt. Tom View Drive, west of the Community of Bishop (APN: 014-270-18) with multiple designations to of Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) could have no possibility of causing significant environmental effects as the property is already disturbed, includes no additional development proposals and the land use designations that are proposed will result in lower impact uses; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, on March 31, 2017 the County requested a list of appropriate native American contacts from the California Native American Heritage Commission (NAHC) from whom to request consultation regarding General Plan Amendment No. 2017-02/Silcott; and

WHEREAS, the NAHC transmitted a list of Native American contacts to the County on April 4, 2017 for purposes of SB18 consultation regarding General Plan Amendment No. 2017-02/Silcott; and

WHEREAS, on April 17, 2017 the County sent certified letters initiating Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Lone Pine Paiute Shoshone, Kern Valley Indian Council and the Walker River Reservation; and

WHEREAS, as specified by Senate Bill 18 and per Government Code Section 65352.3, the tribes have ninety-days to initiate the consultation process after notification; and

WHEREAS, on August 17, 2017 ninety days after the last certified mail receipt from the notification letters was received by the County, no tribes had initiated consultation; and

WHEREAS, the Inyo County Planning Commission is required to conduct a public hearing on proposed General Plan Amendments, and Zone Reclassifications, and to make a recommendation to the Board of Supervisors on the General Plan Amendments and Zone Reclassifications (Sections 65854 and 65855 of Government Code); and

WHEREAS, on August 12, 2017 the County provided notice in the Inyo Register and to property owners within Three Hundred (300) feet of the project location, for a public hearing to take public comment on Draft Zone Reclassification No.2017-02/Silcott and Draft General Plan Amendment No.2017-02/Silcott to be held on August 23, 2017; and

WHEREAS, the Inyo County Planning Commission held a public hearing on August 23, 2017, to review and consider a request for approval of Zone Reclassification No.2017-02/Silcott and General Plan Amendment No.2017-02/Silcott, and considered the staff report for the application and all oral and written comments regarding the application; and

WHEREAS, following said public hearing the Planning Commission recommended that this Board of Supervisors:

1. Certify that the requirements of the California Environmental Quality Act have been satisfied with respect to the General Plan Amendment and Zone Reclassification applications; and
2. Approve Zone Reclassification No.2017-02/Silcott and General Plan Amendment No.2017-02/Silcott.

WHEREAS, pursuant to that recommendation, this Board of Supervisors held a public hearing on October 3, 2017, and considered all written and oral testimony presented concerning Zone Reclassification No.2017-02/Silcott and General Plan Amendment No.2017-02/Silcott.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the October 3, 2017, hearing, including the Planning Department Staff Report concerning the above described proposed project, this Board makes the following findings for the proposed project:

1. The provisions of the California Environmental Quality Act (CEQA) have been satisfied, as the project was deemed exempt from environmental review under CEQA Guidelines Section 15061.b.3, the general rule, and CEQA Guidelines Sections 15301 and 15303 (Class 1 and 3 Categorical Exemptions).
2. Based on substantial evidence in the record, the proposed Zone Reclassification and General Plan Amendment are consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zone Reclassification and General Plan Amendment are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.
4. The project site is already disturbed and will not result in the loss of native vegetation or wildlife habitat. Therefore, this project will have a “de minimus” impact on wildlife resources as outlined in the California Department of Fish and Game Code Section 711.4.
5. The proposed use is properly related to other uses and transportation and service facilities in the vicinity.
6. The proposed use would not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.
7. The proposed use is necessary or desirable.

BE IT FURTHER RESOLVED, that Zone Reclassification No.2017-02/Silcott proposes to reclassify the zoning designation from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO, which best matches the current uses on the property.

BE IT FURTHER RESOLVED, that General Plan Amendment No.2017-02/Silcott proposes to change the land use designation from Open Space and Recreation (OSR) and Natural Hazards (NH) to Residential Estate (RE); Residential Rural Medium Density (RRM) and NH, which best matches the proposed zone reclassification, and current uses on the property.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve Zone Reclassification No.2017-02/Silcott, subject to the following conditions of approval:

1. Hold Harmless: The applicant shall defend, indemnify and hold harmless Inyo County (County), its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul said approval of Zone Reclassification No.2017-02/Silcott and General Plan Amendment No.2017-02/Silcott. The County reserves the right to prepare its own defense.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve Zone Reclassification No.2017-02/Silcott and General

Plan Amendment No.2017-02/Silcott. No.2017-02/Silcott and General Plan Amendment No.2017-02/Silcott shall not take effect for thirty days after the date of this Resolution.

PASSED AND ADOPTED THIS OCTOBER 10TH, 2017

AYES:
NOES:
ABSTAIN:
ABSENT:

Mark Tillemans, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By _____
Darcy Ellis, Assistant



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AGENDA ITEM NO.: 5 (Action Item and Public Hearing)

PLANNING COMMISSION

MEETING DATE: August 23, 2017

SUBJECT: GPA 2017-02/ Silcott; and, ZR
2017-02/Silcott

EXECUTIVE SUMMARY

The applicants Bobbie Jo and Dean Silcott are proposing to change the Zoning and General Plan Designations on a property they own, located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop. Currently this parcel has multiple zoning designations of Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) and has the General Plan designations of Open Space and Recreation (OSR) and Natural Hazards (NH). The applicant is requesting the Zoning Designations of Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO; and the General Plan Designations of Residential Estate (RE); Residential Rural Medium Density (RRM) and NH. These designations best fit the applicant's plans for the parcel and the applicant has indicated that no changes to the uses are foreseen for the future. There is no development proposed at this time. The applicant will be applying for a Lot Line Adjustment after the GPA and ZR with the property also owned by them located on the north east end of the parcel with the proposed GPA and ZR (Attachment – maps of current and proposed zoning and general plan designations). This Lot Line Adjustment will result in the two parcels being divided by the creek that runs north to south.

PROJECT INFORMATION

Supervisorial District: 1

Applicants: Bobbie Jo and Dean Silcott

Landowners: Bobbie Jo and Dean Silcott

Community: West of Bishop

A.P.N.: 014-270-18

Existing General Plan: Open Space and Recreation (OSR) and Natural Hazards (NH)

Existing Zoning: Open Space with a forty-acre minimum (OS-40) and OS-40-SAHO.

Surrounding Land Use:

Location	Use	General Plan Designation	Zone
Site	Vacant	Open Space and Recreation; Natural Hazards	Open Space, 40-acre minimum (OS-40); Open Space, 40-acre minimum, Snow Avalanche Hazard Overlay OS-40-SAHO
North	Vacant	Natural Hazards (NH); State and Federal Lands (SFL)	Open Space, 40-acre minimum (OS-40)
East	Vacant and Single Family Homes	Residential Rural Medium Density (RRM); Residential Very Low Density (RVL)	Rural Residential 2.5-Acre Minimum – Snow Avalanche Hazard Overlay (RR-2.5-SAHO)
South	Recreational Vehicle Park	Resort/Recreational (REC)	Commercial Recreation (C-5)
West	Mt. Tom View Rd.; Vacant	Natural Hazards (NH)	Open Space, 40-acre minimum, Snow Avalanche Hazard Overlay (OS-40-SAHO)

Recommended Action:

- 1.) Make certain findings with respect to and recommend the Board of Supervisors approve GPA 2017-02/ Silcott, with certain Conditions of Approval, and certify it is exempt from CEQA.
- 2.) Make certain findings with respect to and recommend the Board of Supervisors approve ZR 2017-02/ Silcott, with certain Conditions of Approval and certify it is exempt from CEQA.

Alternatives:

- 1.) Specify modifications to the proposal and/or the Conditions of Approval.
- 2.) Make specific findings and deny the application.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner: Cathreen Richards

BACKGROUND

In 1991 the previous owner of this property subdivided it with a Parcel Map #291, changed the Zoning and General Plan designations from residential to open space; and obtained a Conditional Use Permit (CUP) to operate a recreational vehicle (RV) park on the western portion of the property. The approval of the PM, GPA, ZR and CUP essentially created an opportunity for a more intensive use than what was currently allowed for at the time (the RV park). The current owners do not want to develop the property with an RV park and may sell part of the property at a future date (the area west of the creek). They also do not want the potential for an RV park to be developed there in the future. The approval of the proposed GPA and ZR would result in the property having similar designations that it had prior to the changes in 1991. The difference being the area to the west had a 2.5-acre minimum and the area to the east had a 5-acre minimum. This current request switches this.

STAFF ANALYSIS

Land Use Analysis: The property is surrounded by vacant, open space, low density residential development and an RV park. The GPA and ZR will not alter the existing land use and there are no development proposals for it. The applicant will eventually have a Lot Line Adjustment prepared for this parcel and the parcel located directly to the northeast. This will result in still having two parcels total, but they will be reconfigured to be divided by the creek that runs through property north to south. The GPA and ZR will not allow the potential to alter the character of the property or the surrounding area as they are designations for low density residential uses.

Zoning: The parcel that is proposed for the GPA and ZR is designated Open Space with a forty-acre minimum (OS-40). Inyo County Code (ICC) Chapter 18.12 states the minimum standard parcel size for development is 40-acres; the parcel widths must be 500-feet; and the setback requirements are 50-feet for front, side and rear yards. This parcel currently does not meet the requirements of the OS-40 zone. By approving the requested zone change of RR-5.0 and RR-2.5 the parcel will be zoned to match the present size and uses on the property. The area east of the creek is proposed to be zoned RR-2.5 as it will be part of the Lot Line Adjustment proposal and must match the zoning designation of the parcel it will be adjusted with. The section of the parcel located east of the creek will be zoned RR-5.0. This designation will not provide for additional future subdivisions as the parcel will not be large enough to get more than one 5-acre parcel. The areas on the parcel that are within the SAHO will remain. This overlay designation requires: 'Additional development standards for avalanche protective, deflective and preventive structures, devices or earthwork which threaten to deflect avalanches toward property of others, or otherwise threaten to increase the danger to persons or property are prohibited'. This is appropriate as the SAHO is mapped on the sections of the property where snow avalanches have occurred.

General Plan: The parcel's current General Plan designations relate to the current zoning and were changed at the same time as the ZR, PM, and CUP approvals. The OSR General Plan designation corresponds to the OS zoning. The change will result in this parcel having General Plan designations of Residential Estate (RE) and Residential Rural Medium Density (RRM) that

match the proposed zoning designations and the required densities. The areas of the parcel that are within the SAHO will continue to have the NH General Plan designation. It provides that: 'This designation, which is applied to land or water areas that are essentially unimproved and planned to remain open in character, provides for the protection of the community from natural hazards such as avalanches, floods, and seismic hazards. . . .' This designation is appropriate as the SAHO is mapped on the sections of the property where snow avalanches have occurred.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed and includes no additional development proposals; the land use designations that are proposed will result in lower impact uses; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption.

The current site is also compliant with the Conditionals of Approval that were set forth when the previous PM, ZR, GPA and CUP were granted. This includes a forty-foot drainage easement along the creek to protect the riparian area as required by the California Department of Fish and Wildlife and included on Final Map 291. The application has been reviewed by the appropriate County departments with no comments indicating there are any issues with the request.

TRIBAL CONSULTATIONS

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on April 24, 2017 to the: Lone Pine Paiute-Shoshone Tribe, Kern Valley Indian Council, Fort Independence Indian Community of Paiutes, Walker River Reservation, Timbisha Shoshone Tribe, Bishop Paiute Tribe and the Big Pine Paiute Tribe of the Owens Valley, no requests for consultation were received prior to or after the 90-day period ended.

RECOMMENDATIONS

Planning Department staff is recommending that the Planning Commission recommend that the Board of Supervisors approve General Plan Amendment 2017-02/Silcott and Zone Reclassification 2017-02/Silcott.

Recommended Findings

1. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2017-02/Silcott and Zone Reclassification 2017-02/Silcott are in conformance with the Goals and Objectives of the Inyo County General Plan.

[Evidence: The proposed designations of Residential Estate and Residential Rural Medium Density provide for low density residential use, which better matches the actual uses and the planned uses for the property, as well as, the proposed zoning designations. The General Plan designation of Natural Hazards will remain on the appropriate areas of the parcel as these areas have the SAHO due to a history of avalanches on the property and this designation will help to prevent dangerous situations that could be caused by potential future avalanches. The proposed designation of Natural Hazards also supports General Plan Policy AVL 1.1 as it states: 'Discourage new development in areas of known or potential avalanche hazard'.]

2. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2017-02/Silcott and Zone Reclassification 2017-02/Silcott are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

[Evidence: The proposed designations of RR-5.0 and RR-2.5 fit with the current and planned future uses of the property. This change will also allow the parcel to be compliant with the minimum requirements of the proposed zoning district, which it presently is not. The areas on the parcel that are within the SAHO will remain in the SAHO. This is appropriate as the SAHO is mapped on the sections of the property where snow avalanches have occurred.]

3. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the site is physically suited for the proposed type and density of development, and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed project.

[Evidence: The project is consistent with the rural character of the surrounding area and this request for a GPA and ZR will not allow for a development type that would change the character of the site or the surrounding area. The GPA and ZR will not increase the potential for increased intensity or density on the site as it changes the parcel to low density residential development and takes away the potential for the RV Park as was approved for in 1991. Any additional residential development will require well and septic on the property. Other utilities and services are available in the area, if the parcel is ever developed.]

4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare.

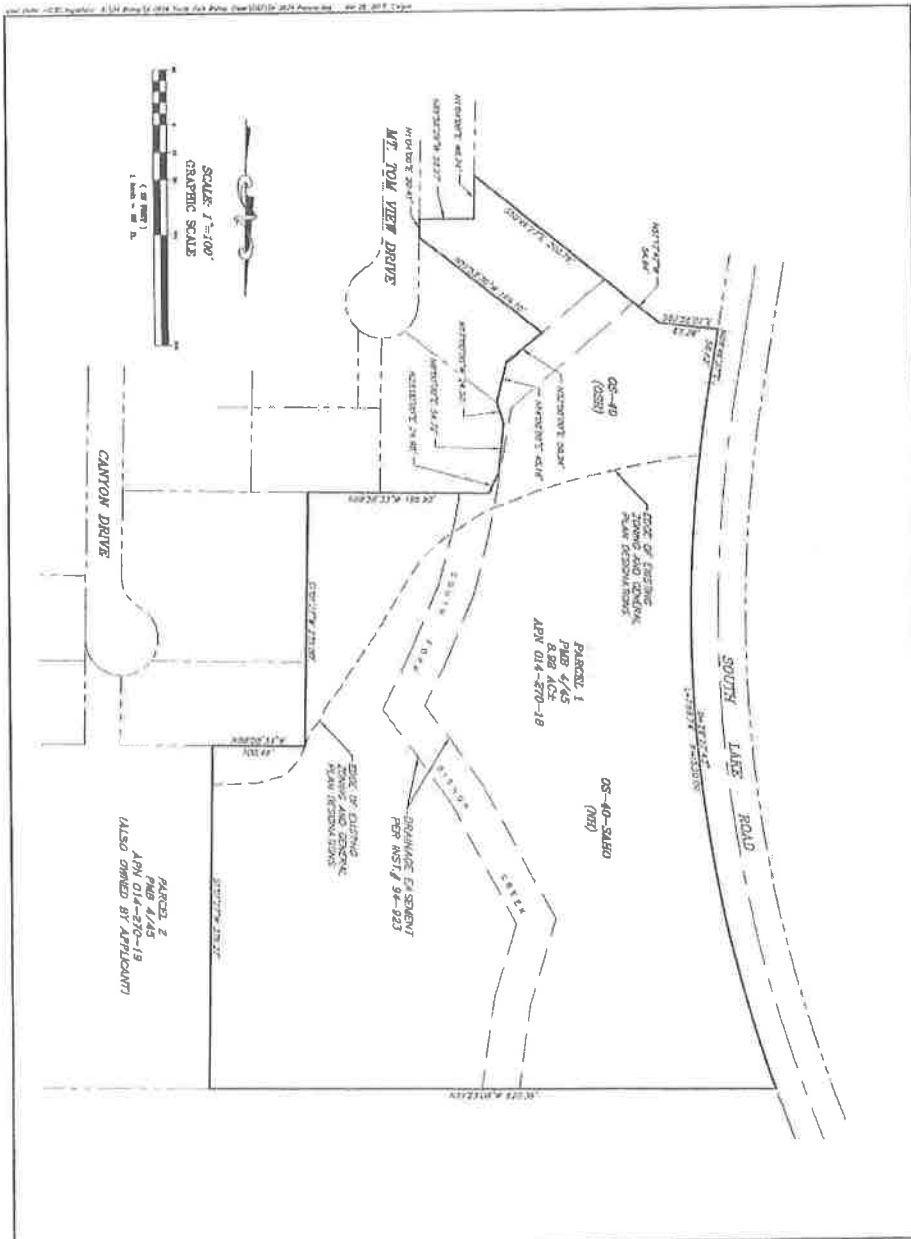
[Evidence: The proposed General Plan Amendment and Zone Reclassification will allow the current uses on the property to be consistent with the County's Zoning Ordinance by changing the zoning to match the size of the parcels and changing the General Plan to properly correspond with the zoning designations. Also, the areas on the property that are currently within the SAHO and have the NH General Plan designation will remain the same as appropriate since they are in an area identified as having experienced snow avalanches. The designation changes will not allow for increased density or intensity of use on the property; and therefore, will not create impacts to the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.]

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed and includes no additional development proposals; the land use designations that are proposed will result in lower impact uses; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption.

Attachments:

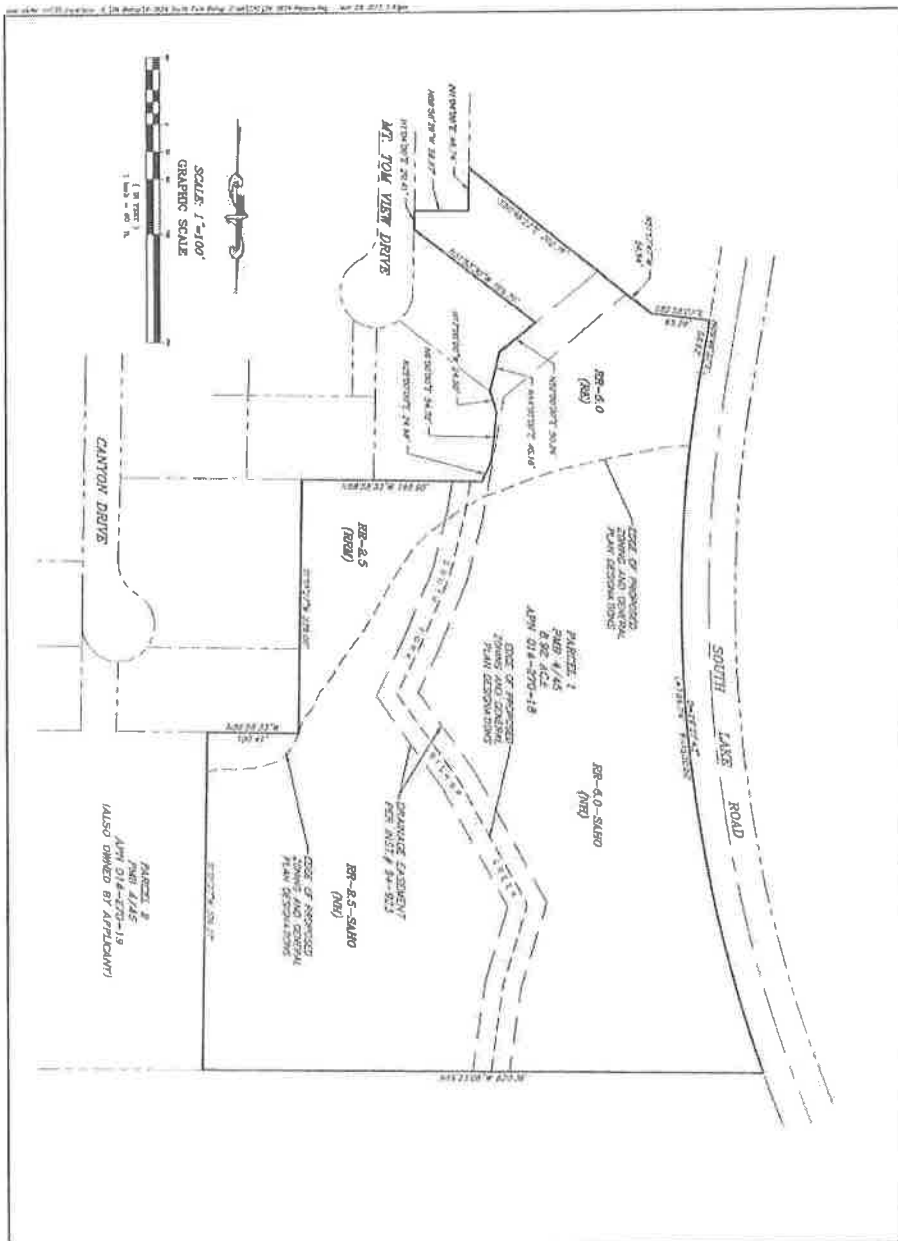
- Current Zoning and General Plan Map
- Proposed Zoning and General Plan Map



DATE	1/1/2017
BY	JOE SILCOTT
SCALE	1" = 100'
PROJECT	PARCEL 1, PARCEL MAP NO. 291, PMB 4/45
APPLICANT	DEAN & BOBBIE JOE SILCOTT
PREPARED FOR	DEAN & BOBBIE JOE SILCOTT



PARCEL 1, PARCEL MAP NO. 291, PMB 4/45
CURRENT ZONING & GENERAL PLAN DESIGNATIONS
 PREPARED FOR: DEAN & BOBBIE JOE SILCOTT



		PARCEL 1, PARCEL MAP NO. 291, PMB 4/45 PROPOSED ZONING & GENERAL PLAN DESIGNATIONS PREPARED FOR: DEAN & BOBIE JOE SILCOTT	
2	1/2" = 100' 1" = 100' 2" = 100'	1/2" = 100' 1" = 100' 2" = 100'	1/2" = 100' 1" = 100' 2" = 100'



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

34

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:00 a.m. Closed Session Informational

FROM: Probation Department - Chief Probation Officer Jeffrey L. Thomson

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Ordinance establishing fees for the Inyo County Probation Department

DEPARTMENTAL RECOMMENDATION: Request Board:

- 1) Conduct a Public Hearing on a proposed ordinance titled "An Ordinance of the Board of Supervisor of the County of Inyo, State of California, Revising Inyo County Probation Department Fee Schedule" superseding any prior ordinance or resolution adopted by the Board of Supervisors establishing Probation Department fees; and,
- 2) Read title and waive the first reading of the ordinance and schedule the enactment for, October 10, 2017 in the Board of Supervisors Room at the County Administrative Center, Independence, California.

SUMMARY DISCUSSION: The Probation Department is requesting your Board approve an ordinance that establishes a fee schedule to be charged for services provided by the Probation Department. The ordinance will replace and supersede any prior fees that were enacted by ordinance by the Board of Supervisors. It has been approximately fifteen (15) years since the Board increased these fees. In accordance with the Penal Code, the Probation Department has met, consulted and discussed the proposed increase in fees with Inyo County Superior Court Presiding Judge Dean Stout and Judge Brian Lamb who are in agreement with the proposed fee increases listed in the attached ordinance.

In determining the fees, Penal Code Section 1203.1b authorizes the Probation Officer to "taking into account any amount a defendant is ordered to pay in fines, assessments, and restitution, shall make a determination of the ability to pay all or a portion of the reasonable cost of any probation supervision, or a conditional sentence, of conducting any pre-plea investigation and preparing any pre-plea report pursuant to Section 1203.7, of conducting any pre-sentence investigation and preparing any pre-sentence report made pursuant to Section 1203, and processing any jurisdictional transfer pursuant to Section 1203.9, or of processing a request for interstate compact supervision pursuant to Section 11175 or 11179, inclusive, whichever applies. The reasonable costs of these services and of probation supervision or conditional sentence shall not exceed the amount determined to be the average cost thereof."

Penal Code Section 1203.4 authorizes the Department to collect a maximum \$60.00 fee for all expungements the Department processes. This does *not* include Court referred expungements, but rather, expungements the Department initiates on behalf of a defendant.

Amended Penal Code Section 1203.45 and amended Welfare and Institutions Code Section 903.3 authorize the Department to charge those people who are 26 years of age or older, unless indigent, for the cost for any investigation related to the sealing and for the sealing of any **juvenile** court or arrest records.

This Department evaluated the cost to the County for performing the services at issue and the proposed fees listed in the attached ordinance are average or below the average charged by other Probation Departments. It is proposed by this Department that the fee schedule would be implemented effective December 1, 2017. Please note that on behalf of the Probation Department, Superior Court collects some of the fees listed, then distributes collected monies to Probation. The fees that Superior Court collects are Cost of Probation – Misdemeanor, Cost of Probation – Felony, and Cost of Mandatory Supervision. All other fees are or would be collected directly by the Probation Department.

The attached Ordinance authorizes and designates the increase in fees for Probation's services.


Attached for your information is a copy of the results of our analysis of the costs related to each proposed fee, titled "Proposed Fee Increase-Staff Involved/Activities Involved/Estimated Time Spent/Salaries".

ALTERNATIVES: Your Board could deny this request and Probation would continue to charge the current fees for their services.

OTHER AGENCY INVOLVEMENT: Superior Court Judges Stout and Lamb.

FINANCING: Monies collected are recognized in the Probation – General 023000 or Juvenile Institutions 023100 budgets in a variety of revenue object codes.

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS (Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.) N/A
COUNTY COUNSEL:	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 08/07/2016
AUDITOR/CONTROLLER:	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: yes Date 8/9/2017
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/12/17
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

- Attachments: 1. Ordinance
 2. Proposed Fee Increase-Staff Involved/Activities Involved/Estimated Time Spent/Salaries

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY PROBATION DEPARTMENT FEE SCHEDULE**

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Inyo County currently charges fees for probation services. The intent of this ordinance is to adjust those fees in accordance with the reasonable cost of performing the services at issue. The attached ordinance would supersede any prior Probation Department fees that were adopted by the Inyo County Board of Supervisors.

Section II: PURPOSE

The purpose of this ordinance is to set a fee schedule to recover the costs of providing Probation services to the Defendant and County.

Section III: AUTHORITY

Section 1203.1 of the California Penal Code provides that “in any case in which a defendant is convicted of an offense and is the subject of any preplea or presentence investigation and report, whether or not probation supervision is ordered by the court, and in any case in which a defendant is granted probation or given a conditional sentence, the probation officer, or his or her authorized representative, taking into account any amount that the defendant is ordered to pay in fines, assessments, and restitution, shall make a determination of the ability of the defendant to pay all or a portion of the reasonable cost of any probation supervision or a conditional sentence, of conducting any preplea investigation and preparing any preplea report pursuant to Section 1203.7, of conducting any presentence investigation and preparing any presentence report made pursuant to Section 1203, and of processing a jurisdictional transfer pursuant to Section 1203.9 or of processing a request for interstate compact supervision pursuant to Sections 11175 to 11179, inclusive, whichever applies.”

Section 1203.1 of the California Penal Code provides that “the reasonable costs of these services and of probation supervision or conditional sentence shall not exceed the amount determined to be the average cost thereof.”

Section 1203.1 of the California Penal Code provides that “sums paid by a defendant pursuant to this section shall be allocated for the operating expenses of the county probation department.”

Pursuant to Section 1203.1 of the California Penal Code, in order to change or add fees, the schedule must be first approved by the Presiding Judge. The proposed Fee Schedule to increase fees for Probation’s services has been reviewed, discussed and approved by the Inyo County Superior Court Presiding Judge Dean Stout and by Inyo County Superior Court Judge Brian Lamb.

Pursuant to amended Penal Code Section 1203.45 “a person who is 26 years or older and petitions for an order sealing a record under this section may be required to...reimburse the county for the actual cost of services rendered, whether or not the petition is granted and the records are sealed or expunged, at a rate to be determined by the county board of supervisors...”.

Pursuant to amended Welfare and Institutions Code Section 903.3(a) "a person who is 26 years of age or older shall, unless indigent, be liable for the cost to the county and court for any investigation related to the sealing and for the sealing of any juvenile court or arrest records pursuant to Section 791 pertaining to that person."

Section IV: FEES

The County of Inyo Probation serve fees are hereby established as follows:

Item	Current Fee	Proposed Fee
Cost of probation-misdemeanor [PC 1203.1b(a)]	\$20.00/month @ 24 months	\$40.00/month @ each month of supervision
Cost of probation-felony [PC 1203.1b(a)]	\$20.00/month @ 24 months	\$50.00/month @ each month of supervision
Cost of Mandatory Supervision [PC 1203.1b(a)]	No current fee	\$50.00/month
Pre-Sentence Report Felony [PC 1203.1b(a)]	\$200.00	\$300.00
Pre-Sentence Report Misdemeanor [PC 1203.1b(a)]	\$100.00	\$200.00
Drug Test Fees (PC 1203.1ab)	\$60.00/year	\$100.00/year
Positive Drug Test [PC 1203.1b(a)]	\$50.00-per test	\$50.00-per test (no change)
Interstate Compact [PC 1203.1b(a)]	No current fee	\$100.00
PC 1203.9 Transfer [PC 1203.1b(a)]	No current fee	\$100.00
PC 1203.4 Expungement [PC 1203.4(d)]	No current fee	\$60.00
Adult Community Service [PC 1203.1b(a)]	No current fee	0-100 hrs.: \$50.00 101-300 hrs.: \$100 301+ hrs.: \$150
Juvenile Record Seal (PC 1203.45 and WIC 903.3)	\$60.00 for All Record Seal Requests	\$60.00 for those 26 years of age and older only

Section V: APPLICATION TO DEFINED SERVICES ONLY

This Ordinance shall apply only to the Services expressly designated and defined herein, and not to any other services and associated rates, fees, or charges which the County of Inyo is authorized to charge or collect pursuant to other applicable law.

Section VI: THIS COUNTY ORDINANCE SUPERSEDES ALL OTHER PROBATION DEPARTMENT FEE SCHEDULES

On the effective date of this Ordinance, all other adopted Probation service fees will be superseded.

Section VII: ADJUSTMENT OF FEES BY RESOLUTION

The Board of Supervisors may adjust the fees set forth in this Ordinance by Resolution, as otherwise permitted by law.

Section VII: ADJUSTMENT OF FEES BY RESOLUTION

The Board of Supervisors may adjust the fees set forth in this Ordinance by Resolution, as otherwise permitted by law.

Section VIII: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

Passed, approved, and adopted this _____ day of _____, 2017, by the following vote of said Board:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson of the Board of Supervisors
Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk to the Board of Supervisors

By: _____
Darcy Ellis, Assistant Clerk of the Board

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

FEE	STAFF INVOLVED	ACTIVITIES	TIME-HOURS	RATE W/BENEFITS*	CURRENT FEE	PROPOSED INCREASE
Cost of probation misdemeanor	DPO 1, 2, 3	Risk based supervision, including weekly/bi-weekly or monthly check-in; case management, including monitoring program compliance, providing program review documentation to court; drug/alcohol testing; arrest and apprehension of clients in violation; probation searches; cognitive/behavioral based interventions. Appearing in court on cases. Cases normally under supervision for 36 months.	Estimate: 26 hours per case over 36 months.	\$51.55 (\$1340.30)	\$20.00/month @ 24 months. (\$480.00)	\$40.00/month @ each month of supervision
	Legal Sec. 2	Preparation of legal documents, including Probation Violation Complaints; entry of client information into case management system.	Estimate: 2 hours	\$44.50 (\$89.00)		
	Rehab. Specialist	Conducting drug testing; providing custodial transports	6 hours	\$48.40 (\$290.40)		
Cost of probation felony	DPO 1, 2, 3	Risk based supervision, including weekly/bi-weekly or monthly check-in; case management, including monitoring program compliance, providing program review documentation to court; drug/alcohol testing; arrest and apprehension of clients in violation; probation searches; cognitive/behavioral based interventions. Appearing in court on cases. Complete Offender Needs Assessment	Estimate: 65 hours per case over 60 months	\$51.55 (\$3350.75)	\$20.00/month @ 36months (\$720.00)	\$50.00/month @ each month of supervision
	Legal Sec. 2	Cases normally under supervision for 60 months. Entry of case information into case management system. Preparation of legal documents such as Probation Violation Complaints.	Estimate: 4 hours	\$44.50 (\$178.00)		
	Rehab. Specialist	Conducting drug testing; Provide custodial transports; assist DPO in case management. Provide cognitive/behavioral based interventions.	Estimate: 40 hours	\$48.40 (\$1936.00)		

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

Cost of Mandatory Supervision	DPO 1, 2, 3	Risk based supervision, including weekly/bi-weekly or monthly check-in; case management, including monitoring program compliance, providing program review documentation to court; drug/alcohol testing; arrest and apprehension of clients in violation; probation searches; cognitive/behavioral based interventions. Appearing in court on cases. Complete Offender Needs Assessment	Estimate: 26 hours	\$51.55 (\$1340.00)	No current fee	\$50.00/month (Average 24 months supervision = \$1200.00)
	Legal Sec. 2	Length of supervision varies depending on split sentence and time served credits. Average sentence is 24 months supervision.	Estimate: 4 hours	\$44.50 (\$178.00)		
	Rehab. Specialist	Entry of case information into case management system. Preparation of legal documents such as Probation Violation Complaints. Conducting drug testing; Provide custodial transports; assist DPO in case management. Provide cognitive/behavioral based interventions.	Estimate: 30 hours	\$48.40 (\$1452.00)		
Presentence Report Felony	DPO 1, 2, 3	Run criminal history; Complete static risk assessment; interview client; contact victim; Do legal analysis and apply sentencing laws/rules; Complete recommended supervision conditions; Complete pre-sentence report.	Estimate: 8 hours	\$51.55 (\$412.40)	\$200.00	\$300.00
	Legal Sec. 2	Process court referral; Complete proof reading of report; Copy and file report	Estimate: 2 hours	\$44.50 (\$89.00)		
Presentence Report Misdemeanor	DPO 1, 2, 3	Run criminal history; Complete static risk assessment; prepare recommended supervision conditions; complete pre-sentence report.	Estimate: 2 hours	\$51.55 (\$103.10)	\$100.00	\$200.00
	Legal Sec. 2	Process court referral; complete proof reading; copy and file report	Estimate: 2 hours	\$44.50 (\$89.00)		

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

Positive Drug Test Fee	DPO 1, 2, 3	Evaluate violation and take appropriate action, which may include completing arrest/incident report; court appearances; applying appropriate alternative sanction; referral for services	Estimate: 2 hours	\$51.55 (\$103.10)	\$50.00	\$50.00
	Legal Sec. 2	Complete, copy and file Probation Violation Complaint	1 hour	\$44.50 (\$44.50)		
Drug Test Fees	DPO 1, 2, 3	Open account in Redwood Toxicology system; Conduct drug/alcohol test on clients; Enter test results in Redwood system and case management system. NOTE: This estimate does not include cost of materials, including UA supplies, Redwood Tox fees.	Estimate: 43 hours annual	\$51.55 (\$2217.00)	\$60.00 annually per case	\$100.00 annually per case
	Rehab Specialist	Conduct drug/alcohol tests on clients; Enter test results in Redwood Tox system.	Estimate: 43 hours annual	\$48.40 (\$2081.20)		
Interstate Compact Fee	DPO 1, 2, 3	Process referral documents from Interstate Compact for incoming transfers; Process documents for outgoing Interstate cases; Residence verification for incoming cases.	Estimate: 2 hour per case	\$51.55 (\$103.10)	No current fee	\$100.00 one time fee per case
	Legal Sec. 2	Assist with processing of incoming and outgoing Interstate transfer cases; Entry of information into case management system; creation of case file	Estimate: 1 hour per	\$44.50 (\$44.50)		
Adult Community Service Fee	Probation Assistant	Process adult community service applications; refer clients to community service projects/providers; provide documentation to court, Probation Officers regarding compliance and failure.	Estimate: 3 hours per case.	\$41.27 (\$123.81)	No current fee	*0-100 hrs.: \$50 *101-300 hrs.: \$100 *301+ hrs.: \$150
	DPO 1, 2, 3	Review EMP application; Run client criminal history; initial program amenability interview; initial residence check; notification to jail of program acceptance; installation of devices on clients	Estimate: 3 hour application process	\$51.55 (\$154.65)	\$25.00	\$50.00

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

PC 1203.4 Expungement fee	DPO 1, 2, 3	Run criminal history; Analysis to determine eligibility; write court report/recommendation for denial or granting petition; appear in court	Estimate: 2 hours	\$51.55 (\$103.10)	No current fee	\$60.00 one time fee
	Legal Sec. 2	Proof reports; copy and file reports; case management system entries	Estimate: 1 hour	\$44.50 (\$44.50)		
PC 1203.9 Transfer fee	DPO 1, 2, 3	Completion of Judicial Council forms for transfer; Appear in court on transfer case	Estimate: 1 hour	\$51.55 (\$51.55))	No current fee	\$100.00 one time fee
	Legal Sec. 2	Preparation of documents for court filing; proofing documents; case management system entries	Estimate: 1 hour	\$44.50 (\$44.50)		

*Rates based on DPO 2, E step salary and benefits



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

35

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **October 3, 2017**

SUBJECT: Ordinance to increase dog licensing, animal impound fees and adoption fees.

DEPARTMENTAL RECOMMENDATION:

Request the Board A) conduct a public hearing on an ordinance entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 8.28.040 of the Inyo County Code to increase certain Animal Services related fees; and B) waive the first reading of the ordinance and schedule the enactment for 10:05 a.m., October 10, 2017 in the Board of Supervisors Room, at the County Administrative Center in Independence.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The purpose of this ordinance is to allow the County of recoup a larger part of its costs for providing dog licensing clinics, processing of stray animals and the adoption of dogs and cats, then is currently allowed by fees that were established in 2004. Specifically, it revised the existing schedule of fees charged by Animal Services for performing these services, so that those fees will be equal, to the degree practical, to the actual cost of providing these services. See attached expenditures for licensing clinics and animal impounds.

Approximately, 2500 dog licenses are sold annually with an estimated 450 being sold to multi-dog households. The proposed license fee increase would generate an estimated \$17,590 in increased revenue. Annually about 520 stray animals are impounded, with approximately 170 returned to their owners with fees collected and by including additional fees for subsequent returns, this increase would generate an estimated \$1700 in increased revenue.

Section 30520 of the California Food and Agricultural Code requires all pets adopted from the county animal shelter be spayed or neutered. In lieu of sterilizing animals before adoption, the county can enter into a written spay/neuter agreement with the adopter and collect a refundable sterilization deposit of between \$40 and \$75. On July 8, 1997, Inyo County adopted a \$40 spay/neuter deposit. Since 1997, spay/neuter surgery costs have risen by an estimated 40%, with the County still collecting the \$40 spay/neuter deposit. The proposed fee increase would generate an estimated \$11,125 in increased revenue for the Spay/Neuter Trust and an additional \$3000 for the Animal Services budget.

This Ordinance also adds the provision of a mandatory spay/neuter of animals that have been impounded numerous times. Stray animals are public safety hazards and unaltered animals are more likely to stray. Stray animals can bite or attack people or other animals, cause traffic accidents, spread disease, damage property and harm the quality of life for residents in a community. During the 2016/2017 fiscal year 316 stray dogs were impounded by this department requiring some of them to be euthanized. Requiring the mandatory spay/neutering of animals that are impounded (3) three times will help alleviate animal overpopulation and public safety issues.

ALTERNATIVES:




Your Board could choose not to raise Animal Services fees at this time, or choose to adopt a lesser fee schedule.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

No General Fund expenditures are required by this change.

<u>APPROVALS</u>	
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: 8/28/2017
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: 8/29/2017
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: 8-29-17

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS
AMENDING SECTION 8.28.040 TO THE INYO COUNTY CODE
PERTAINING TO ANIMAL CONTROL SHELTER FEES**

WHEREAS, Inyo County Code Chapter 8.28 establishes fees for services provided by its Animal Control Shelter; and

WHEREAS, the current fee schedule does not cover the actual costs to the County for providing the services; and

WHEREAS, Inyo County desires to amend Inyo County Code Chapter 8.28 to establish new fees to cover, to the extent reasonable, the actual cost of providing services; and

WHEREAS, Inyo County is unable to meet its goal of a “no-kill” shelter due to the excessive numbers of impounded stray animals for which the owner does not claim the animal and an adoptive home is not available; and

WHEREAS, Inyo County desires to amend Inyo County Code Chapter 8.28 to establish a mandatory spay/neuter law for animals that are repeatedly impounded in order to mitigate the threats to public safety and resources posed by those unaltered stray animals.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS as follows:

SECTION ONE: Section 8.28.020 of the Inyo County Code shall be amended to read as follows:

“Section 8.28.020 Purpose

The purpose of this chapter is to establish procedures to govern the adoption of animals from the Inyo County animal control shelter, to establish fees and fines for the adoption of animals from, and the impounding of animals in, the Inyo County animal control shelter, to implement state law regarding spay/neuter deposits for dogs and cats adopted from a public pound, to reduce the number of stray animals, to lessen the burden on County resources, and to protect the health and safety of our communities.”

SECTION TWO: Section 8.28.040 of the Inyo County Code shall be amended in its entirety to read as follows:

“A. There is established the following schedule of fees to be charged and paid for the various animal control services performed, and permits issued by, the animal control division of the Inyo County sheriff’s department. The schedule shall be known as the “Animal Control Services and Permits Fee Schedule” and shall be administered in accordance with this chapter, other relevant provisions of the Inyo County code, and state law.

Services	Fees
1. Adoption fee to be paid by anyone who adopts an altered animal from the shelter.	\$50 per animal
2. Impound fees to be paid by anyone whose animal is released from impound at the shelter	\$50 per initial day of impoundment of animal; \$10 for each additional day, or portion thereof, animal remains impounded
3. Dog license fee to be paid annually by anyone owning or possessing a dog four months of age or older in Inyo County, unless otherwise lawfully licensed	\$30 per dog if not spayed or neutered; \$15 per dog if spayed or neutered
4. Spay/neuter deposits	\$75 each adopted cat; \$75 each adopted dog

B. The owner of an animal that is impounded shall be fined fifty dollars (\$50) on the second occurrence, and one hundred dollars (\$100) for the third and each subsequent occurrence. These fines are in addition to any other fines and fees imposed by the County.

C. The owner of a nonspayed or unneutered animal that is impounded once shall be fined thirty-five dollars (\$35) on the first occurrence, fifty dollars (\$50) on the second occurrence, and one hundred dollars (\$100) for the third and each subsequent occurrence. These fines are in addition to any other fines and fees imposed by the County, including but not limited to those fines set forth in subsection B above.”

SECTION THREE: The Board of Supervisors may hereafter adjust the fines and fees set forth in this Ordinance by Resolution.

SECTION FOUR: Section 8.28.070 is added to the Inyo County Code and shall read as follows:

“8.28.070 Mandatory spaying, neutering of animal after multiple impoundments.

A. When an unaltered animal is impounded by Inyo County for a third (3rd) time, the owner or custodian may reclaim the unaltered animal after one of the following occurs:

1. The animal is spayed or neutered by a department approved veterinarian at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;
2. The owner or custodian may arrange for another department approved veterinarian to spay or neuter the animal, and shall pay to the department the cost to deliver the animal to the chosen

veterinarian. The cost to deliver the animal shall be based on the department's hourly rate established by the Auditor-Controller, billed in minimum one hour increments. The veterinarian shall complete and return to the department within ten days, a statement confirming that the animal has been spayed or neutered and shall release the animal to the owner or custodian only after the spay or neuter procedure is complete; or

3. At the discretion of the Sheriff, the animal may be released to the owner or custodian if he or she provides a spay/neuter deposit as set forth in Section 8.28.060, and signs a statement under penalty of perjury, representing that the animal will be spayed or neutered and that he or she will submit a statement within ten days, signed by the veterinarian, confirming that the animal has been spayed or neutered."

SECTION FIVE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Tillemans, Chair

Inyo County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL

Ordinance No. ORD17-____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

36

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

FROM: County Counsel

FOR THE BOARD MEETING OF: October 3, 2017

SUBJECT: Fee for County Counsel legal services

RECOMMENDATION:

Request the Board:

- A. Receive information from staff pertaining to the fee charged for County Counsel legal services (when billable).
- B. Consider and discuss: (1) whether the amount of the fee, which has not been adjusted in over 20 years, should be increased to more fully recover the County's current costs of providing such services, and (2) whether the County's current policy of providing 10 hours per year of free County Counsel legal services to schools and special districts should be continued, modified, or eliminated.
- C. Potentially introduce and waive further reading of a proposed ordinance amending Sections 3.80.030 and/or 3.80.020 of the Inyo County Code, pertaining to the fee for County Counsel legal services.

SUMMARY DISCUSSION:

Chapter 3.80 of the Inyo County Code (enclosed) pertains to a "County Counsel legal services fee." It currently provides up to 10 hours per year of free County Counsel legal services to any school and other special district in Inyo County who requests it; after the first 10 hours, any additional services are billed at the rate of \$98 per attorney hour.¹ (County Code section 3.80.020 and 3.80.030.) Note that the same rate is also used for purposes of any County Counsel work that is billable internally to other county departments or projects-- typically, this is work funded by grants or by other non-general fund sources that can be used to reimburse County personnel costs. Revenue from such billable work is a small but not insignificant component of the County Counsel's annual budget. The current \$98 per hour fee rate was established in 1996 (over 20 years ago) and is set forth in County Code section 3.80.030. According to Section 3.80.020 of the Code, the purpose of Chapter 3.80 is to recover the County's actual costs of providing County Counsel services (after the first 10 hours of free services).

Utilizing the same methodology that was used in 1996 to derive the current \$98 hourly rate -- which includes all of the County's direct and indirect costs (i.e., full cost recovery) -- the County Administrator's budget analyst has determined that the rate should now be \$151 per hour. Accordingly, the Board may wish to increase the hourly rate to \$151 per hour (or such lesser amount as the Board deems appropriate). It is perhaps worth noting that in today's market, \$151 per hour for legal services is very reasonable -- below even the discounted "government rates" paid by the County to its outside counsel. Because the current fee amount is set forth in the County Code, an ordinance amending the Code is necessary to change it. But rather than specify a new dollar amount in such an amendment, we recommend that your Board instead amend the Code to provide that the fee amount will be set from time to time by resolution of the Board. That way, any future increases to the fee may be accomplished more easily by resolution instead of by ordinance. Such an ordinance has been drafted for your consideration and possible introduction. At a subsequent meeting, if the ordinance is ultimately adopted, the Board would then be presented with a proposed resolution establishing a new hourly fee in the amount specified by the Board.

¹ Independent of Chapter 3.80 and pursuant to negotiated agreements approved by your Board, the County Counsel's office provides legal services to some agencies on a flat-fee retainer approach (e.g., Great Basin Unified Air Pollution Control District and Eastern Sierra Transit Authority). Such agreements are outside the scope of this agenda item.

Your Board may also want to take this opportunity to consider whether it wishes to continue, reduce, or eliminate the provision of 10 free hours per year of County Counsel legal services to all schools and special districts in the County. That issue has also not been considered by the Board in over 20 years. County Counsel time is a County resource (presumably a valuable one) that counties are not obligated to provide to schools and special districts, let alone to provide for "free." Doing so is clearly a policy question, and my office takes no position on that question.

For the Board's information, 24 schools and districts in the County have resolutions on file with the County Counsel's office authorizing the office to perform legal services for them upon request and agreeing to pay for those services in accordance with County Code requirements (not specifically referencing any amount of free hours). Not every such district requests services every year, and most stay below the first 10 free hours. The total amount of legal services provided to districts varies considerably. In 2016-17, the Office provided a total of 58.25 hours of legal services to schools and special districts, 12 of which were paid hours because they exceeded the first 10 free hours (specifically, one district went over the 10 free hours by two hours, and a school district went over by 10 hours). The prior fiscal year's total hours were approximately half that amount. During the past fiscal years beginning in 2011, the districts who requested services received an average of six hours of legal services per fiscal year. In any event, the amount of hours is relatively small and within the office's capacity to continue providing if the Board so directs.

Whether the first 10 hours of such services should continue to be provided for free is, of course, an entirely different issue. My impression is that some districts have such modest budgets and limited available funds that they need and have come to depend on receiving free County Counsel services, while other districts and most schools have sufficient funds to pay for legal services (and many have outside counsel on retainer as well) but they will gladly accept any free legal services the County is willing to provide. In other words, the schools and special districts are not similarly-situated with respect to their ability to pay, but all currently receive the same level of free legal services. If it wished, the Board could legally adopt a different approach that took ability to pay into account. Again, that is a policy question, and the office takes no position on that question, *except that* during lean County budget years where general-fund departments such as the County Counsel's office may be requested to reduce or not increase their budget expenses, being able to charge for legal services would increase the Office's revenues and perhaps help to minimize such budget expense reductions.

The proposed ordinance amending Chapter 3.80 of the County Code to adjust the \$98 per hour fee could easily be revised to include any policy change the Board may wish to make to that chapter's current provision of 10 free hours of County Counsel legal services per year to schools and special districts.

Finally, as part of any of the above actions, the Board could consider and potentially direct that any new fee amount or change in the current policy providing 10 hours of free legal services become effective at a future date that could be later than the date such actions would otherwise take effect (in order to allow affected agencies and even county departments more time to prepare for the changes and adjust their budgets as necessary).

ALTERNATIVES:

The Board could revise the proposed ordinance based on its policy consideration of the issues presented and introduce it as revised. The Board could also take no action; however, this is not recommended as the current hourly rate of \$98 per hour is not fully recovering the County's actual costs of providing services, as intended by the County Code. The Board can provide any other desired direction to staff.



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: <u>yes</u>	Date <u>9/11/17</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>9/12/2017</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved:	Date

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

 Date: 9/13/17
(The Original plus 20 copies of this document are required)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 3.80.030 OF THE INYO COUNTY CODE, PERTAINING TO THE FEE FOR COUNTY COUNSEL LEGAL SERVICES

WHEREAS, Section 3.80.030 of the Inyo County Code specifies a fee for county counsel legal services to schools and other special districts in Inyo County; and

WHEREAS, the amount of that fee has not been adjusted in over 20 years and is well below the County's current costs of providing county counsel legal services; and

WHEREAS, the Board wishes to amend Section 3.80.030 so that the fee amount may be adjusted from time to time by resolution of the Board;

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: Section 3.80.030 of the Inyo County Code is hereby amended in its entirety to read as follows:

“3.80.030 Fee.

No fee will be charged to schools or other special districts in Inyo County for the first ten hours per year of county counsel attorney time in providing advice on ordinary and routine legal matters. All other advisory services and representation provided by the office of county counsel to such districts pursuant to their request, will be charged at an hourly rate in an amount set by resolution of the Board of Supervisors.”

SECTION II: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS __ DAY OF _____, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Tillemans, Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant



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: Board Clerk / County Counsel

FOR THE BOARD MEETING: 10/03/2017

SUBJECT: Repeal of Ordinance

DEPARTMENTAL RECOMMENDATION:

Request the Board waive the first reading of the ordinance and schedule the enactment for 11:00 a.m., October 10, 2017, in the Board of Supervisors Room, at the County Administrative Center in Independence.

SUMMARY DISCUSSION:

This is a clean-up item following the County's recent adoption of a comprehensive wastewater treatment ordinance (Ordinance 1206). The ordinance previously utilized for that purpose (Ordinance 37) is redundant and no longer applicable and should have been repealed concurrently with the adoption of the code update.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: Environmental Health

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 prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u>09/29/2017</u> 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: 09/29/2017

(The Original plus 14 copies of this document are required)

INYO COUNTY ORDINANCE NO. _____

AN ORDINANCE OF INYO COUNTY, STATE OF CALIFORNIA,
REPEALING INYO COUNTY ORDINANCE NO. 37 (1951)

WHEREAS, the Board of Supervisors of the County of Inyo recently adopted a comprehensive ordinance for Onsite Wastewater Treatment Systems (Ordinance No. 1206) rendering Inyo County Ordinance No. 37 defunct;

The Board of Supervisors of the County of Inyo does ordain as follows:

Section 1. Inyo County Ordinance No. 37 is hereby repealed in its entirety.

Section 2. This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mark Tillemans, Chair

Inyo County Board of Supervisors

ATTEST: Kevin Carunchio

Clerk of the Board

By: _____

Assistant

39

MICHELE HARTSHORN
Assistant Clerk-Recorder
mhartshorn@inyocounty.us

BRANDON BARDONNEX
Office Technician
bbardonnex@inyocounty.us



COUNTY OF INYO
OFFICE OF THE CLERK-RECORDER
REGISTRAR OF VOTERS
P. O. Drawer F
Independence, California 93526

KAMMI FOOTE
Clerk-Recorder
Registrar of Voters
kfoote@inyocounty.us

(760) 878-0224
(760) 873-8481 x 0224
(760) 876-5559 x 0224
FAX: (760) 878-1805

September 20, 2017

The Honorable Board of Supervisors
PO Drawer N
Independence, CA 93526

RE: Agenda item request

The Inyo County Elections office received the attached Resolution 2017-02 from the Southern Inyo Fire Protection District. This is requesting the Board of Supervisors approve the Rescheduling of Governing Board Elections from Odd-Numbered years to Even-Numbered Years, in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the approval of the County of Inyo to Consolidate the same with the Statewide General Election Pursuant to Elections Code 10404. Please place the attached on the Board of Supervisors agenda under Correspondence – Action at your earliest convenience.

Sincerely,

Michele J. Hartshorn
Assistant Clerk-Recorder

:mjh/enclosure

BEFORE THE GOVERNING BODY OF THE
Southern Inyo Fire Protection DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA

A Resolution of the Governing Body of the Southern Inyo Fire Protection District Approving the Rescheduling of Governing Body Member Elections from Odd-Numbered Years to Even-Numbered Years, in Accordance with Elections Code § 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the Approval of the County of Inyo to Consolidate the Same with the Statewide General Election Pursuant to Elections Code § 10404.

RESOLUTION NO: 2017 - 2

WHEREAS, on September 1, 2015, Governor Brown signed Senate Bill 415 (Reg. Sess.), codified at Stats. 2015, ch. 235, enacting Elections Code §§ 14050-14057, which prohibits the holding of an election other than on a statewide election date if holding an election on a nonconcurrent date resulted in a significant decrease in voter turnout, as defined, and further authorizes voters to enforce this prohibition by filing an action in superior court; and

WHEREAS, the SIFP District currently conducts its elections for members of the District in November of odd-numbered years (e.g., November 2015) pursuant to Elections Code § 1303 subdivision (a); and

WHEREAS, voter participation in Inyo County is greater for statewide general elections than for odd-year local elections, including special district governing body member elections; and

WHEREAS, the District believes that rescheduling to even-numbered year elections may enhance voter participation and further increase the percentage of voters participating in the Special Districts elections; and

WHEREAS, it is considered the view of the District that starting with the [2018] Special Districts elections, the public interest will be better served by election of its governing body members in even-numbered year elections, held in conjunction with the statewide general elections; and

WHEREAS, the District further recognizes that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, as a result of these facts, the District desires to change the date of future governing body member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation; and

WHEREAS, Elections Code § 1303(b) establishes a procedure whereby the District may change the election date for its governing body members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county, *see* Elec. Code § 10404; and

WHEREAS, if the change in election date is approved by the Inyo County Board of Supervisors, it is requested that the new election date be moved from November of odd-numbered years to November of even-numbered years commencing in [2020] with governing body members whose terms would have expired in [2019] being extended to [2020] and governing body members whose terms would have expired in [2021] being extended to [2022], as required by Elections Code § 10404(i) (refer to Exhibit A),

NOW, THEREFORE, BE IT RESOLVED that:

1. The above recitals are true and correct.
2. The undersigned, constituting at least a majority of the members of the *Southern Inyo Fire Protection* District Governing Body, do hereby adopt this resolution to consolidate the election date for members of the District with the state general election in November of even-numbered years, beginning in [2020] pursuant to Elections Code § 1303(b).
3. The District shall forward the original copy of this resolution to the Inyo County Elections and Inyo County Board of Supervisors, who will consider the request for formal approval of the change at a public meeting within 60 days after submission and after the resolutions have been posted in accordance with law.
4. The District shall pay the expenses of mailing notice of approval of the change in election date by the Inyo County Board of Supervisors as required by Elections Code § 10404 subdivision (f).
5. If the consolidation of election is approved by the Board of Supervisors, the date of the District's next election will be moved to November [2020], and each subsequent governing body member election will be held two years thereafter in November of even-numbered years.
6. If the consolidation of election is approved, the terms of office of current governing body members expiring in November [2019] will be extended to November [2020] and the terms of members expiring in November [2021] will be extended to November [2022] (see Exhibit A).

7. In the event that the Inyo County Board of Supervisors declines to authorize consolidation in [2020] on the grounds specified in Elections Code § 10404(e), the Southern Inyo Fire Protection District Governing Body requests that the Inyo County Board of Supervisors authorize such consolidation at the soonest feasible date.
8. The District and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 15th day of June, 2017, at a regular meeting of the Governing Body of the SIFPD District, by the following vote:

AYES: 3
 NOES: 0
 ABSTAIN: 0
 ABSENT: 2

Dated: 6-15-17

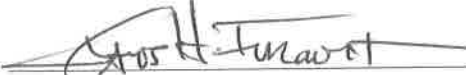


 President
SIFPD District

CERTIFICATION

I, JIM FURLOW, District Secretary of the SIFPD District, do hereby certify that the foregoing Resolution was proposed by Governing Body Member ROBIN FURLOW seconded by Governing Body Member JIM FURLOW, and was duly passed and adopted by a majority of the members of said Governing Body, at an official and public meeting thereof held on JUNE 15 2017.

Dated: JUNE 15 2017


 _____, Clerk

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Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell Burns, Member
Napa
Peter Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Valerie Termini, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

RECEIVED
2017 SEP 15 PM 4:17
INYO COUNTY
ADMINISTRATOR
CLERK OF THE SUPERIOR COURT

September 12, 2017

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending subsection 265(d), Title 14, California Code of Regulations, relating to Use of Dogs for Pursuit/Take of Mammals or for Dog Training.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2017/index.aspx>.

Jesse Garcia, Department of Fish and Wildlife, Wildlife Branch, at (916) 445-3515, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections: 200, 202, 203, 3960, 3960.2 and 3960.4 of the Fish and Game Code and to implement, interpret or make specific Sections 3960, 3960.2 and 3960.4 of said Code, proposes to amend subsection 265(d), Title 14, California Code of Regulations, relating to Use of Dogs for Pursuit/Take of Mammals or for Dog Training

Informative Digest/Policy Statement Overview

Amend Section 265, Title 14, CCR, by deleting subsections (d)(1) and (d)(2). The current regulations prohibit the use of treeing switches and GPS collar equipment for dogs used in the taking of mammals. Recent changes to statutes have restricted the use of dogs by hunters to only the taking of wild pigs and deer. The prohibition on the use of treeing switches is therefore unnecessary. Allowing the use of GPS collar equipment will improve a hunter's ability to find and retrieve downed game and lost dogs.

Benefits of the Proposed Regulations

The regulation eliminates unnecessary language regarding the prohibition on the use of treeing switches; and, permits GPS equipped collars increasing the hunter's ability to find and retrieve downed wild pigs and deer as well as lost dogs.

Consistency and Compatibility with Existing Regulations

The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate hunting in California. Commission staff has searched the California Code of Regulations and has found no other agency with the authority to regulate the use of dogs for hunting mammals. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in Spring Hill Suites by Marriott, 900 El Camino Real, Atascadero, CA, on Wednesday, October 11, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Handlery Hotel, 950 Hotel Circle North, San Diego, CA, on Wednesday December 6, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m., November 22, 2017, at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on December 1, 2017. All comments must be received no later than December 6, 2017, at the hearing in San Diego, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission's website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Jon Snellstrom at the preceding address or phone

- (e) Other Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed under Part 7 (commencing with Section 17500) of Division 4: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

In view of information currently possessed, no reasonable alternative considered would be more effective in carrying out the purpose for which the regulation is proposed, would be as effective and less burdensome to affected private persons than the proposed regulation, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Valerie Termini
Executive Director

Dated: September 11, 2017