

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.

August 14, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9 (one case).
3. **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: Acting County Administrative Officer Clint Quilter, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
4. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: County Administrator.
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8]** – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Clint Quilter, Acting County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Inyo County Development LLC. Under negotiations: price and terms of payment.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
9. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Deanna Briggs, Child Support Specialist, Child Support Services; Debbie Andersen, Senior HazMat Manager, and Rachel Leimbach and Sarah Petersen, Environmental Health Specialist Trainees, Environmental Health; and Claude Felton, Custodian, Public Works.

COUNTY ADMINISTRATOR

10. ***Motor Pool*** – Request Board award a bid to Nielsen’s Equipment Maintenance of Mammoth Lakes as the low bidder for the safety and communications equipping of six (6) 2018 Ford Explorer Interceptor patrol vehicles in the amount of \$72,145, contingent upon the Board’s approval of the Fiscal Year 2018-2019 Budget.
11. ***Parks & Recreation*** – Request Board approve a blanket purchase order with Western Nevada Supply in the amount of \$15,000 for the purchase of irrigation supplies and general operating expenses for Motor Pool, Recycling and Waste Management, and Parks and Recreation, contingent upon the Board’s approval of the Fiscal Year 2018-2019 Budget.

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

12. **INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE** – Request Board consider a letter from the Inyo County Emergency Medical Care Committee regarding the countywide EMT shortage, and provide feedback if appropriate.
13. **BOARD OF SUPERVISORS** – Request Board review the County’s current Legislative Platform and direct any desired changes, additions, or deletions.
14. **WATER DEPARTMENT** – Request Board provide direction as to what entity should contract for and administer a grant from the Department of Water Resources for preparation of a Groundwater Sustainability Plan for the Owens Valley Groundwater Basin.
15. **DISTRICT ATTORNEY** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) BPAR Legal Secretary I-II exists in the General Fund, as certified by the District Attorney and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) BPAR Legal Secretary I, Range 56 (\$17.63 - \$21.42/hr.) or BPAR Legal Secretary II, Range 60 (\$19.36 - \$23.51/hr.), depending on qualifications.
16. **SHERIFF** – Request Board: A) declare American Security Group of Vista, CA a sole-source provider for video security maintenance and support; B) ratify and approve a contract between the County of Inyo and American Security Group for maintenance of security surveillance system equipment, in the amount of \$23,130 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board’s adoption of future budgets, and authorize the Sheriff or his designee to sign contingent upon all appropriate signatures being obtained; and C) authorize budgeting for routine equipment replacement costs with American Security Group in an amount not to exceed \$48,250 for Fiscal Year 2018-2019.
17. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board ratify and approve the contract between the County of Inyo and America’s Best Value Inn in Bishop to be a CalWORKs Program Worksite for the period of July 1, 2018 through June 30, 2019, and authorize the Chairperson to sign.
18. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board ratify and approve the contract between the County of Inyo and the City of Bishop to be a CalWORKs Program Worksite for the period of July 1, 2018 through June 30, 2019, and authorize the Chairperson to sign.
19. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board ratify and approve the contract between the County of Inyo and the Eastern Sierra Tri-County Fairgrounds to be a CalWORKs Program Worksite for the period of July 1, 2018 through June 30, 2019, and authorize the Chairperson to sign.
20. **PROBATION** – Request Board: A) declare Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA a sole-source provider; and B) ratify and approve a contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA for the provision of urine sample collection devices and laboratory services, in an amount not to exceed \$100,000 for the period of July 1, 2018 to June 30, 2020 with an option to renew a third and fourth year, contingent upon the Board’s adoption of future fiscal year budgets; and C) authorize the Chairperson to sign.

21. **PLANNING** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Assistant, Associate or Senior Planner exists in the Planning Department budget, as certified by the Planning Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Assistant Planner at Range 70 (\$4,826 - \$5,865), one (1) Associate Planner at Range 74 (\$5,021 - \$6,103), or one (1) Senior Planner at Range 78 (\$5,303 - \$6,445), depending on qualifications.
22. **COUNTY ADMINISTRATOR – Recycling and Waste Management** – Request Board receive an update on Recycling and Waste Management requirements and operations in Inyo County.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 11 a.m. 23. **PLANNING** – Request Board: A) conduct a public hearing on a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Section 18.06.496 and Amending Section 18.78.150 of the Inyo County Code Regarding Shipping Containers and Other Accessory Structures”; B) certify that provisions of the California Environmental Quality Act have been met and make certain findings with respect to and approving Zone Text Amendment 2018-02/Inyo County-Portable Storage and Shipping Containers; and C) waive the first reading of the above-referenced ordinance and schedule enactment for Tuesday, August 21, 2018 in the Board of Supervisors Room, County Administrative Center, Independence.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.

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

24. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



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: Motor Pool

FOR THE BOARD MEETING OF: August 14, 2018

SUBJECT: Equipping of Sheriff's Patrol Units

DEPARTMENTAL RECOMMENDATION: Request your Board award a bid to Nielsen's Equipment Maintenance of Mammoth Lakes as the low bidder for the safety and communications equipping of six (6) 2018 Ford Explorer Interceptor patrol vehicles in the amount of \$72,145.00 contingent on the approval of the 2018/2019 budget.

SUMMARY DISCUSSION: Motor Pool sought bids for the service of equipping these units from several vendors: Nielsen's Equipment Maintenance submitted the only bid. This expense is necessary to equip the Sheriff's six (6) 2018 patrol units that were purchased this fiscal year and must be equipped with "next generation" safety and communications equipment.

Motor Pool included \$350,000 in the FY 2018-2019 Motor Pool Budget for vehicles.

Bid Summary:

- Nielsen's Equipment Maintenance \$72,145.00.

ALTERNATIVES: Motor Pool is recommending awarding the equipping of the Sheriff Patrol units to Nielsen's Equipment Maintenance of Mammoth Lakes, California. Your Board could choose not to award this bid. It is not Staff's recommendation due to the fact that these vehicles must be equipped with the proper safety and communications equipment.

OTHER AGENCY INVOLVEMENT: Inyo County Sheriff's Department

FINANCING:

The recommended purchase was included in the Fiscal Year 2018-2019 Motor Pool Budget 200100, Object Code 5655.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/30/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

Benjamin G. Walker

Date: 8/1/18



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: Parks and Recreation

FOR THE BOARD MEETING OF: August 14, 2018

SUBJECT: Authorization to issue a blanket purchase order to Western Nevada Supply.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a blanket purchase order with Western Nevada Supply in the amount of \$15,000 for the DMSP (Department Motor Pool, Solid Waste and Parks and Rec) budgets for the purchase of irrigation supplies and general operating, contingent upon the adoption of the 2018/2019 budget.

SUMMARY DISCUSSION:

The Parks and Recreation department relies heavily on Western Nevada Supply for a wide range of irrigation related supplies. The issuance of this blanket purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

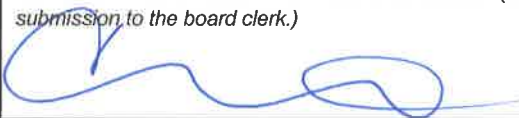
ALTERNATIVES:

Your Board could choose not to authorize the issuance of these purchase orders. The radio modems would not be purchased and other purchases would be subject to a lengthier approval process which would make it difficult to maintain healthy grass and trees at county parks.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Parks and Recreation budget for the 2018/2019 fiscal year budget, Budget 076900, Object Code 5182 and 5630 and Recycling Waste Management budget 045700.

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> N/A </u> Date <u> </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> 7/24/2018 </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> N/A </u> Date <u> </u>

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

Bennett BeWalt

Date: 7/24/18

12

REQUEST FOR CONSIDERATION

July 30, 2018

TO: INYO COUNTY BOARD OF SUPERVISORS
P.O. Drawer N
224 N. Edwards St.
Independence, CA 93514

FROM: EMERGENCY MEDICAL CARE COMMITTEE

RE: EMT SHORTAGE

Supervisors,

We are writing to request your assistance in addressing a developing "state of emergency" within Inyo County Emergency Services that we believe requires immediate attention. An EMT shortage is adversely affecting all responding agencies in Inyo County, yet pragmatic long-range solutions to this looming emergent care crisis have not been identified to date in any quarter.

We anticipate the need for an EMS Summit similar to one initiated a few years ago and chaired at Panamint Springs by Supervisor Matt Kingsley. It successfully addressed a similar service crisis within Death Valley National Park affecting all gateway EMS and their respective agencies. Solutions implemented and partnerships forged through this Summit continue to be effective.

We respectfully ask that you consider hosting a county-wide forum, to be scheduled within the next 90 days, in which EMS staffing problems may be clearly defined and viable solutions may be discovered.

Thank you for your time,

Mike Patterson, Committee Chair
Emergency Medical Care Committee



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: County Administrator
By: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 14, 2018

SUBJECT: Review update of Inyo County's Legislative Platform

DEPARTMENTAL RECOMMENDATION:

Request Board review the County's current Legislative Platform and direct any desired changes, additions, or deletions.

SUMMARY DISCUSSION:

More than 20 years ago, the Inyo County Board of Supervisors adopted a County Legislative Platform. Since then, and until 2014, the Board of Supervisors reviewed and updated its Legislative Platform on first an annual and eventually a two-year cycle and, in the interim, took formal action to make changes to the Platform as needed on a case by case basis, sometimes at the request of Department Heads. However, while the Board has suggested items to add to the Legislative Platform at the time of the next annual review and adoption, the Legislative Platform has not been reviewed nor has an updated version been adopted by the Board since January 2014.

On June 26, your Board approved a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The minimum Scope of Work for the contract calls for The Ferguson Group to review and provide input to inform the development of the County's annual Legislative Platform. With that in mind, now would be an ideal time for the Board to review the Legislative Platform, making desired changes, additions, or deletions, in order to provide The Ferguson Group an up-to-date document to work from in order to identify the County's Federal funding and legislative priorities. After your Board updates the Platform, a copy will be provided to The Ferguson Group. In coming weeks, a representative from The Ferguson Group is expected to meet with department heads and individual Board members, and then appear before your Board with recommendations on which of the Board of Supervisors' funding and legislative priorities best align with the Federal funding and legislative agenda.

The attached Legislative Platform was adopted in January 2014. Areas highlighted in yellow are items the Board has mentioned for possible inclusion as part of the next annual update.

The purpose for establishing a Legislative Platform is to:

1. Identify the most important legislative issues for the County.
2. Allow your Board to establish broad legislative parameters which, in turn, provides direction to staff as they review and analyze legislation in the new Legislative Session.
3. Provide a vehicle to convey the County's legislative priorities to our Legislators, the California State Association of Counties (CSAC) and the Rural County Representatives of California (RCRC).

4. Establish broad and actionable policy direction for staff to respond to legislative bills, proposals and/or initiatives quickly as necessary.

The Legislative Platform provides direction in the following categories, as well as specific criteria from several departments:

1. Budget and Fiscal
2. General Government
3. Health and Social Services
4. Transportation and Public Works
5. Resources and Environment
6. Planning and Land Use
7. Law & Justice

Additionally, throughout the year, as new legislation is introduced and/or items and issues become a priority, the Board has the opportunity to consider those specific items for inclusion in the Platform by a vote of the Board, or during the next annual update.

ALTERNATIVES:

Your Board can modify, add to and/or delete from the Platform as presented, or not conduct a review of a Legislative Platform for Inyo County. This latter alternative is not recommended because it should be updated prior to The Ferguson Group reviewing it for alignment with the Federal agenda.

Your Board could also dispense with the County Legislative Platform, however, this is not recommended. The Platform provides staff with direction to review and analyze legislation before presentation to your Board for a support/oppose position, and act on matters contained in the Platform if there is not time to bring them before your Board. In addition, the Platform identifies the legislative issues, which are, at the present time, the most important to the County, and will be a valuable guide for the Federal Advocacy Services consultants now under contract with the County.

OTHER AGENCY INVOLVEMENT:

In addition to your Board, The Ferguson Group will also be scheduling meetings with Department Heads when they are here later this year to gather information on federal funding needs.

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>
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>
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>

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



Date: 08-09-18

INYO COUNTY'S LEGISLATIVE PLATFORM

(The positions reflected in the Inyo County Legislative Platform applies to not only legislation but extends to rules, regulations and guidelines established by other governmental agencies.)

SPECIFIC LEGISLATIVE PROPOSALS

1. AGRICULTURAL

Support - Continued funding of weed management programs.

Support - Authority for USDA to set up cooperative agreements with states for pest exclusion programs.

Support - Control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.

Oppose – Efforts by State agencies to usurp Agricultural Commissioners permitting authority for the spraying of pesticides on irrigated lands.

Oppose efforts to ban the use of rodenticide in California.

2. CHILD SUPPORT

Oppose – Any recommendations that would reduce Federal financial participation in child support.

3. HEALTH AND HUMAN SERVICES

Watch - State and Federal health care reform proposals with fiscal impacts to the County and private employers.

Oppose legislation, which will mandate employee benefits and salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.

Support NACo proposal to request the U.S. Department of Health and Human Services consider a new Medicaid waiver for county jail inmates.

4. PROBATION

Support legislation, which protects and enhances State funding of Probation programs.

Support legislation, which improves and provides funding for educational opportunities at the Juvenile facility.

Support legislation, which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.

Support legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

BUDGET AND FISCAL

1. **Support** legislation requiring the State to provide full cost reimbursement to counties for all mandated programs.
2. **Support** legislation that requires that a secure and dedicated funding stream be identified prior to the adoption of any legislation placing additional mandates on local government.
3. **Support** legislation that would prohibit the State from mandating that a county participate in a project without the consent of the Board of Supervisors.
4. **Support** legislation to stabilize local government financing, to increase funding to local agencies in an equitable manner, and to permit the most cost-efficient management of State-mandated programs.
5. **Oppose** legislation that would establish maintenance of effort requirements when it usurps the County's discretion over programs and expenditures.
6. **Oppose** efforts by the State and Federal Governments to reduce funding of programs or other traditional State and Federal funding streams by mandating, legislating, redirecting or strongly encouraging the use of local discretionary funding such as, but not limited to, Children and Families Commission.
7. **Support** legislation that will continue Secure Rural Schools and Community Self-Determination Act beyond the current authorization.
8. **Support** legislation to provide increased flexibility to local government to raise revenue within its jurisdiction.
9. **Support** State and Federal legislation that restores or enhances, royalty payments, and or the ability of local government to receive revenue from renewable energy projects sited within the local jurisdictions.
10. **Support** legislation that reaffirms a County's discretion in and ability to collect taxes on the siting, development and operation of commercial scale and larger renewable energy projects.

GENERAL GOVERNMENT

1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of California.
2. **Support** legislation that raises standards of required training for elected department heads in areas such as finance, personnel and management.
3. **Support** collective bargaining legislation that:
 - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
 - Minimizes conflict over procedural matters.
4. **Support** legislative efforts to provide funding for new construction, remodeling and renovation as well as to offset operating costs for local library facilities through bond measures and/or other funding methods.
5. **Support** full funding of the Public Library Fund in future budgets.

6. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population based criteria (per capita) for allocating state and federal funds and minimizes and/or eliminates the reliance on this funding criteria.
7. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over collective bargaining and employer-employee relations.
8. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over the allocation of funds through the budget process.
9. **Support** legislation that reimburses counties for special election costs and for costs associated with electronic voting machines.
10. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
11. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
12. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
13. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
14. **Oppose** legislation that is unduly burdensome to private industry.
15. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail."
16. **Support** protection of funding discretion and use bond funds.
17. **Oppose** efforts by Federal and State government to adversely impact Volunteer Fire Departments, including EMT services.
18. **Support** broadband and other technology advancements, i.e., Digital 395 Project.
19. **Support** legislation that mitigates the impacts of natural or man made disasters on local governments and local property owners.
20. **Support** legislation that would allow "a contracting agency and the exclusive representative of employees of that agency may agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892" and any other legislation that will permit the County to take advantage of a multi-tier benefit package through PERS.
21. **Support** legislation that relieves the counties of monitoring, collecting, transmitting, and reporting State tax withholding for vendor payments. (added by Board Order 11/1/2011)
22. **Oppose** legislation that minimizes, restricts and/or eliminates real property rights of private citizens. (Added by Board Order 5-1-12)
22. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., CSAC, RCRC, State Sheriff's Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. (Added by Board Order 8-20-13)

23. **Oppose** legislation that increases the County's exposure to litigation.
24. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
25. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.

HEALTH & SOCIAL SERVICES

1. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
2. **Support** blended funding across human service programs, i.e. non-categorical.
3. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
4. **Support** legislation that protects the physical, emotional and mental health of children and youth; promotes their educational development, and ensures the availability of support services for juveniles.
5. **Support** increased allocation of subsidized childcare funding.
6. **Support** legislation that provides increased or reinstates funding and/or programs to handle the increasing need for service for older adults, i.e. Adult Protective Services, In-Home Supportive Services (IHSS), etc.
7. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug treatment.
8. **Monitor** the CMSP program and support efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties.
9. **Monitor** and **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County's health and human services realignment funds.
10. **Monitor** closely and cautiously any legislative efforts/initiatives regarding State and Federal Healthcare Reform.
11. **Support** legislation efforts, including State organizations, that protect counties from, and provide reimbursement to counties for, additional expenses associated with State dispersal of prisoners and State Prison reform.
12. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines, and/or reduces the administrative costs of Health and Human Services Programs.

TRANSPORTATION AND PUBLIC WORKS

1. **Support** transportation funding legislation that:
 - Provides revenues without affecting funding sources of other county projects;
 - Continues Federal funding efforts for local transportation projects;

- Reaffirms and continues State responsibility for highway financing.
 - Returns lost maintenance and construction funds for local roads.
2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
 3. **Support** State legislators' efforts to address identified State highway safety needs in our communities.
 4. **Support** State and Federal legislation efforts that benefit our local airports.
 5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
 6. **Support** legislation that enhances counties ability to designate appropriate uses of county roads.

RESOURCES AND ENVIRONMENT

1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
2. **Support** legislation that protects rural counties' natural and developed resources that contribute to the economic and environmental well being of the county, the state and the nation.
3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
4. **Support** Federal funding proposals that enhance County ability to acquire Federal and state funding for the purpose of managing watersheds et al.
5. **Support** legislation and/or state and or federal budget efforts to continue to provide funding for toxic weed management.
6. **Support** legislation that preserves local authority under RS2477 to protect public roads.
7. **Support** legislation to repeal and/or provide 100% funding for meeting all of the requirements of AB 32 (the California Global Warming Solutions Act of 2006) and SB 375.
8. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
9. **Oppose** Federal or State activities limiting public access to public lands.
10. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
11. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.

12. **Support** legislation, which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of AB32.
13. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
14. **Watch** efforts to create additional or expand existing wilderness designations in the County.
15. **Oppose** efforts by Federal and State government to increase fees **for** and reduce and/or eliminate fire protection services on public lands.
16. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
17. **Oppose** any legislation that could negatively impact outdoor recreation including but not limited to off highway opportunities, fishing, hunting, hatchery operations, etc.
18. **Support** efforts to repeal SRA fees and repeal prohibition on sub-divisions outside of fire districts.
19. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
20. **Oppose** legislation that makes CEQA requirements more burdensome and provides for less public notification in the county where the projects are located.
21. **Support** legislation, such as the Wildfire Budgeting, Response, and Forest Management Act of 2016, that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.

PLANNING AND LAND USE

1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.
2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
4. **Support** legislation, which reduces and/or eliminates State Requirements regarding the General Plan and its updates.
5. **Oppose** legislation, which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
7. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.

8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that streamlines the CEQA/NEPA process for the Digital 395 Project.

LAW & JUSTICE

1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. **Support** Federal and State funding to combat the impacts of illegal Methamphetamine production.
4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offence including traffic fines for the maintenance and purchase of Law Enforcement facilities and vehicles.
5. **Oppose** any changes in the State Criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing Options (i.e., wobblers), without corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. **Watch** proposed changes to State and Federal water law.
7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
8. **Support** efforts to increase funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14

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

FROM: Water Department

FOR THE BOARD MEETING OF: August 14, 2018

SUBJECT: Grant funding for a Groundwater Sustainability Plan for the Owens Valley Groundwater Basin

DEPARTMENTAL RECOMMENDATION:

The Water Department requests direction as to what entity should contract for and administer a grant from the Department of Water Resources (DWR) for preparation of a Groundwater Sustainability Plan (GSP) for the Owens Valley Groundwater Basin (Basin). Currently, the grant is awarded to County of Inyo, but the Owens Valley Groundwater Authority (OVGA), a joint exercise of powers agency, was formed to act as Groundwater Sustainability Agency (GSA) for the Basin. Grant contract documents are in preparation, and if it is your Board's desire to hand the grant off to the OVGA, this is a good time to consider doing so. However, practical considerations will likely delay the ability of the County to accomplish a transfer of the grant to the OVGA if that is the Board's ultimate desire and may jeopardize the award of the grant.

SUMMARY DISCUSSION:

On April 4, 2018, DWR announced final awards for the first round of Sustainable Groundwater Management Program Grants, including a \$713,155 grant to Inyo County for preparation of a GSP for the Owens Valley Groundwater Basin. At the time of the award, Inyo County was one of four GSAs in the Basin. As of June 27, 2018, the OVGA is the exclusive GSA for the Owens Valley Groundwater Basin, replacing the four local agencies (including Inyo County) that were initially GSAs. The OVGA, as the exclusive GSA for the Basin, has the responsibility for developing, adopting, and implementing a GSP in the Basin. Also, the Water Department recently circulated a request for proposals for consulting services to assist in preparation of the GSP. Given these circumstances, it is timely to consider whether Inyo County continues to be willing to be the contractor with DWR and manage the grant on behalf of the OVGA.

The process for transferring the grant to the OVGA requires the County to provide DWR with a formal notice of this intent. It is not yet certain that the OVGA can and/or will accept responsibility for the grant or if it would request another entity to do so on its behalf. In any event, below are some considerations for your Board:

Advantages of the County administering the grant:

- The Water Department has received and administered numerous state grants, including grants from DWR. The County would be an experienced grantee, with established administrative and fiscal processes in place to manage the grant.
- Water Department staff developed the grant application and scope of work, and therefore would be relatively adept at managing the consultant that will assist in preparation of the GSP.
- The County would be reimbursed by the OVGA for costs the County incurred administering the grant. Water Department staff acting as staff to the GSA is a viable "service redesign" enterprise.

Disadvantages of the County administering the grant:

- The County would be responsible for performance on the grant contract. Besides fulfilling the scope of work associated with the grant, extensive reporting and bookkeeping is required, yet the GSP is being prepared on behalf of the OVGA. It is possible that the County could fail to meet the requirements of the grant contract due to decisions of the OVGA Board, which potentially could incur financial liabilities for the County. See paragraphs 11 and 12 of the attached grant agreement.
- State will retain 10% of funds requested for reimbursement until a grant completion report is approved, i.e., the grantee will not be fully reimbursed until the GSP is complete and approved. Absent an agreement with the OVGA otherwise, the County will need to provide these funds up-front and will not be fully reimbursed for a number of years.
- Increased work load for County staff.

Advantages of the OVGA administering the grant:

- The OVGA is ultimately responsible for preparation and implementation of a GSP. Administration of the grant would give the OVGA control over funding to meet the OVGA's primary mission and responsibility, completion and implementation of a GSP.
- Relief for the County of responsibilities and liabilities for performance on the grant.

Disadvantages of the OVGA administering the grant:

- The OVGA is a new organization with no staff of its own and no institutional experience with such grants. Among members, there is collectively such experience, but the OVGA as an entity has none. Failure to meet the Sustainable Groundwater Management Act's requirements for preparing and implementing a GSP could result in the State Water Quality Control Board intervening in the Basin, which could result in state control of groundwater resources and subject groundwater users in the basin to state fees. A fact sheet and informative correspondence between a coastal GSA and the State Water Resources Control Board is attached.

ALTERNATIVES:

Status quo: Inyo County manages grant. **Recommended alternative.** The grant remains under the control of the County, the County is the contractor with DWR, and contracts with consultants to prepare a GSP for adoption by the OVGA and approval by DWR. In this alternative, the County would act as fiscal agent for the grant on behalf of the OVGA, and Water Department staff would manage the grant and consultant. If this alternative is preferred, we will work with DWR to finalize a grant agreement for review by the Auditor and County Counsel, and bring that contract back to your Board for approval. This option requires OVGA approval and is set for the OVGA's consideration at their meeting on 08/15/2018.

OVGA manages grant. In this event, either staff from member agencies would manage the grant and consultant, or the OVGA would hire staff to do so. This may not be a practical option at the moment because the OVGA does not yet have a tax identification number and that is a requirement of the State to award the grant and issue the grant funds. Regardless of that fact, the Board may provide direction to accomplish this goal as soon as possible after the OVGA can meet the necessary requirements of the State.

OTHER AGENCY INVOLVEMENT:

DWR, OVGA (OVGA members include: Big Pine CSD, City of Bishop, County of Inyo, County of Mono, Eastern Sierra CSD, Indian Creek-Westridge CSD, Keeler CSD, Sierra Highlands CSD, Starlite CSD, Tri Valley Groundwater Management District, Wheeler Crest CSD)

FINANCING:

The grant is funded by the California Department of Water Resources.

APPROVALS

COUNTY COUNSEL: Not applicable	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: Not applicable	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 _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 8/8/18

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

County of Inyo

AGREEMENT NUMBER <46000XXXX>

2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the County of Inyo, a County in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to the Department of Water Resources as required by the Sustainable Groundwater Management Act and implementing regulations.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$<INSERT AMOUNT>.
- 4) **GRANTEE COST SHARE.** Grantee is required to provide a Local Cost Share (non-state funds) of not less than 50 percent of the Total Project Cost unless a Disadvantaged Community cost share waiver (DAC Cost Share Waiver), Economically Distressed Areas (EDA Cost Share Waiver), or Severely Disadvantaged Community (SDAC Cost Share Waiver) is granted. Grantee agrees to provide a Local Cost Share (non-state funds) for the amount as documented in Exhibit B Budget. Local Cost Share may include Eligible Project Costsexpenses directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.** State shall have no obligation to disburse money for a project under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.
 3. For the term of this Grant Agreement, Grantee submits timely reports and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
 4. Prior to the commencement of construction or implementation activities, if applicable, Grantee shall submit the following to the State:

Not applicable to Category 2 planning or feasibility studies.

 - a. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.

b. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:

- (1) Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
- (2) Documents that satisfy the CEQA process are received by the State,
- (3) State has completed its CEQA compliance review as a Responsible Agency, and
- (4) Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

c. A monitoring plan as required by Paragraph 18, "Monitoring Plan Requirements", if applicable for Implementation Components/Project(s).

- 6) DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, {2020 (Category 2, Tier 1) or 2022 (Category 2, Tier 2)} (end date), shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Cost Share. Costs that are not eligible for reimbursement include, but are not limited to, the following items:

1. Costs, other than those noted above, incurred prior to the award date of this Grant.
2. Costs for preparing and filing a grant application belonging to another solicitation.
3. Operation and maintenance costs, including post construction performance and monitoring costs.
4. Purchase of equipment that is not an integral part of a project.
5. Establishing a reserve fund.
6. Purchase of water supply.
7. Monitoring and assessment costs for efforts required after project construction is complete.
8. Replacement of existing funding sources for ongoing programs.

9. Travel and per diem costs. <Remove if Grantee has a DAC, EDA, or SDAC Cost Share Waiver>
10. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
11. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
12. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8) METHOD OF PAYMENT FOR REIMBURSEMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - e. Original signature and date (in ink) of Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 23, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 9) ADVANCED PAYMENT. Water Code Section 10551 authorizes advance payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is ~~which are sponsored by~~ a nonprofit organization; a DAC; or the ~~proponent of a~~ project ~~that~~ benefits a DAC. If these projects ~~is~~ are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee ~~shall~~ may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive advance payment. The Advanced Payment Request must contain the following:
1. Documentation demonstrating that each Local Project Sponsor (if different from Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
 - a. A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution (i.e., for what, how much, and when)
 - b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended, and include an "Audited Financial Statement Summary Form" specific to the DAC.
 3. If a Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with "wet signature" and date of Grantee's Project Representative, as indicated in Paragraph 23, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by State and shall meet the following format requirements:
 - a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - c. State Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature"

invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports."

4. On a quarterly basis, the Grantee will submit an Accountability Report to State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - a. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - b. A funding plan which shows how the remaining advanced funds will be expended.
 - c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - d. State Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
 5. Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, "Method of Payment for Reimbursement.", and any remaining requirements of Paragraph 5, "Basic Conditions."
- 10) REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State, and take any other action that it deems necessary to protect its interests for the following conditions:
1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 2. Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.
 3. Repayment amounts may also include:
 - a. Advance funds which have not been expended within 18 months of the Grant Agreement's execution.
 - b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - c. At the completion of the project, the funds have not been expended.

For conditions 10) 3.a. and 10) 3.b., repayment may consist of deducting the amount from future reimbursement invoices. State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either part.

- 11) WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State

funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit timely progress reports.
7. Failure to routinely invoice State.
8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

9. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
10. Terminate any obligation to make future payments to Grantee.
11. Terminate the Grant Agreement.
12. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
 - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed

and DWR deems the UWMP consistent. For more information, visit the following website:
<https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.

- b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
2. An agricultural water supplier receiving grant funding must:
 - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
 - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website:
<https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
 3. Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 4. If applicable, Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
 5. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.
- 14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
- 15) RELATIONSHIP OF PARTIES. If applicable, Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

1. Progress Reports: Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 2. Groundwater Sustainability Plan: Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per SGMA. The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 3. Coordination Agreement: Grantee shall provide State a copy of the executed Coordination Agreement, and any and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 4. Accountability Report: Grantee shall prepare and submit to State an Accountability Report on a quarterly basis if the Grantee received an Advanced Payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 5. Completion Report: Grantee shall prepare and submit to State a separate Completion Report for each project or component included in Exhibit A. Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
 - 5-6. Grant Completion Report: Upon completion of the Project included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
 - 6-7. Post-Performance Reports: Grantee shall prepare and submit to State Post-Performance Reports on each applicable implementation type Project(s). Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation. <NOTE: Post-Performance Reports are not required for GSP submittal Projects or other planning Projects. Only include in Grant Agreement for Implementation type Projects. Remove this requirement if not applicable.>
- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any

cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 18) MONITORING AND MAINTENANCE PLAN REQUIREMENTS. Pertinent to Implementation Projects or Components, a Monitoring ~~and Maintenance~~ Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring ~~and Maintenance~~ Plan should incorporate items defined and listed in Exhibit K.
- 19) STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 20) NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
 1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- 21) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 1. By delivery in person.
 2. By certified U.S. mail, return receipt requested, postage prepaid.
 3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 4. By electronic means.
 5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically

will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

22) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

23) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

<insert Grantee name>

<Insert DWR Project Representative, title, name, mailing address and contact information>

<Insert Grantee Project Representative title, name, mailing address and contact information>

Direct all inquiries to the Project Manager:

Department of Water Resources

<insert Grantee name>

<Insert DWR Project Manager name, mailing address and contact information>

<Insert Grantee Project Manager name, mailing address and contact information>

Either party may change its Project Representative or Project Manager upon written notice to the other party.

24) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Grantee Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees

Exhibit I – Local Project Sponsors <"Not Used" if only one project>

Exhibit J – Project Location

Exhibit K – Monitoring ~~and Maintenance~~ Plan

Exhibit L – Appraisal Specifications <Delete if not applicable>

Exhibit M – Information Needed for Escrow Process and Closure—<Delete if not applicable>

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<Insert Grantee name>

<Insert DWR Project Representative,

Title, and Division>

Date _____

<Insert Grantee Project Representative

Name and title>

Date _____

Approved as to Legal Form and Sufficiency

<Insert name and title>

Office of Chief Counsel

Date _____

EXHIBIT A WORK PLAN

Project Title: Groundwater Monitoring Well Installation and Groundwater Sustainability Plan Development for the XYZ Subbasin (Project). <EXAMPLE – Use Application Title>

Project Description: XYZ District GSA's Project has two main objectives, or Components: 1) to install wells; and; 2) to prepare a Groundwater Sustainability Plan. Add more Project Description as necessary.

The work plan must consist of the scope of work, including tasks and project deliverables. The Work Plan includes two Components:

Component 1: Monitoring Well Installation

Component 2: Groundwater Sustainability Plan Development for the XYZ Subbasin.

Component 1: Monitoring Well Installation

Implementing Agency: GSA Water District

<Component 1 description>

Category (a): Grant Administration <Use the following template for Category (a), modify with tasks as needed>

Task 1: Administration

Manage Grant agreement including Agreement execution and Amendment(s) (if necessary), communication with DWR on a timely basis, and maintenance of project files related to implementation of the grant agreement.

- Deliverables
 - Executed Grant Agreement. Amendment(s) (if necessary)
 - Executed contract(s) with consultants <if applicable>

Task 2: Invoicing

Prepare and submit invoices to DWR, track task progress and schedule, and manage contracts and budgets associated with the Grant Agreement. The Grantee, or its designee, will administer and track any contracts with consultants or other agencies that are necessary to complete tasks in the Work Plan and compile the required invoice back-up information.

- Deliverables
 - Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will retain consultants as needed to prepare and submit quarterly progress reports, at a minimum and the Final Grant Completion Report.

Reports will meet generally accepted professional standards for technical reporting and the requirements outlined in Exhibit F of this Agreement. Upon completion of this Work Plan, a final Grant Completion Report will be prepared and submitted to DWR.

- Deliverables
 - Progress reports
 - Draft and Final Grant Completion Report

Category (b): Land Purchase/Easement <May use other Description for work if need to utilize a different Category>

<Category (b) description>

Category (c): Planning/Design/Engineering/Environmental Documentation

<Category (c) description>

Category (d): Construction/Implementation

Task 3 – Test Hole Drilling and Monitoring Well Installation

This Task includes test hole drilling which will be conducted at the final selected well sites to collect site and aquifer-specific.....

<Note that this Category does not have to start with a new Task "1", but may match what was in the original proposal for ease of Grantee in preparation of this Agreement.>

Component 2: GSP Development for the XYZ Subbasin

Implementing Agency: GSA Water District

<Component 2 description>

Category (a): Grant Administration

Task 1. Grant Management, Reporting, Invoicing

Project Administration (Same as above if applicable, or as required)

Category (b): Land Purchase/Easement <May use other Description for work if need to utilize a different Category>

Category (c): Planning/Design/Engineering/Environmental Documentation <Use this Title as appropriate if not Implementation Component>

Category (d): ~~Implementation of GSP -Development~~ <Use this Title as appropriate>

[Note that a copy of the GSP does not have to be a deliverable.]

EXHIBIT B BUDGET

[Tables provide examples as an outline of the format that may be submitted for this grant program. The budget must be consistent with the work plan and schedule.]

Agreement Total Project Budget Summary <Include only if more than 1 component in Agreement>						
COMPONENTS		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost	Percent Cost Share
1	Component 1: Title	\$0	\$0	\$0	\$0	%
2	Component 2: Title	\$0	\$0	\$0	\$0	%
(c)	Component n...	\$0	\$0	\$0	\$0	%
TOTAL Project		\$0	\$0	\$0	\$0	%

NOTES:

*Footnote should explain if the grantee received a cost share waiver or reduction, and what percent (%) the waiver was approved.

** List sources of Other Cost Share. ~~These costs will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit H.~~

Component 1 – Budget < Copy Table for each subsequent Component. Use "Project" instead of "Component 1" if only one project in Agreement - Only 1 table required.>						
Component 1: <Title>						
Budget Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost	
(a)	Grant Administration	\$0	\$0	\$0	\$0	
(b)	Land Purchase/Easement <or other title as appropriate>	\$0	\$0	\$0	\$0	
(c)	Planning/Design/Engineering/Environmental/Documentation<or other title as appropriate>	\$0	\$0	\$0	\$0	
(d)	Construction/Implementation <or> Implementation of GSP Development	\$0	\$0	\$0	\$0	

TOTAL COSTS	\$0	\$0	\$0	\$0
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NOTES:

*Footnote should explain if the grantee received a DAC/EDA/SDAC cost share waiver or reduction, and what percent (%) the waiver was approved.

**List sources of Other Cost Share. ~~These costs will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit H.~~

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EXHIBIT C SCHEDULE

Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule must be consistent with the work plan and budget.

Project Schedule			
Project Title: Subbasin Groundwater Sustainability Plan & Implementation Project			
Categories		Start Date	End Date
Component 1: Implementation Component			
(a)	Grant Administration		
(b)	Land Purchase/Easements		
(b)	Planning/Design/Engineering/Environmental Documentation		
(c)	Construction/Implementation		
Component 2: GSP Development			
(a)	Grant Administration		
(b)	Stakeholder Engagement		
(c)	Planning Activities		
(d)	GSP Development		

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be

preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (c).)

- D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.7) CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS: Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.11) COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12) CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees**: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees**: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee**: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) **Employees and Consultants to the Grantee**: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14) DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
- i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.16) **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

D.17) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18) **GRANTEE'S RESPONSIBILITY.** Grantee and its representatives shall:

- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Project Exhibit B and Exhibit C.
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- c) Comply with all applicable California, federal, and local laws and regulations.
- d) Implement the Project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- g) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

- h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.24) INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.25) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26) MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and

schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.28) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32) **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.33) **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of

this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.34) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- Grantee, its contractors, or subcontractors have made a false certification, or
 - Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.

- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.44) UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

DRAFT

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

Reports and/or products

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
 - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
 - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project, or each component.

Additional Information

- Summary of the submittal schedule for the Post Performance Reports applicable for the Project, or each of the components in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report should be concise, and focus on how (each/the) project or component is actually performing compared to its expected performance; whether the project or component is being operated and maintained, and providing intended benefits as proposed (for Implementation Project or components). The Post-Performance Report should follow the same general format and provide requested information as required to be included in the Project Monitoring Plan (Exhibit K). As applicable, the following information, at a minimum, shall be provided:

Reports and/or products

- Time period of the annual report (e.g., January 2018 through December 2018)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits as stated in the original 2017 SGWP Grant application. Where applicable, the reporting should include quantitative metrics (i.e., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project and/or Component Monitoring Plan discussed in Paragraph 18 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. (CEDEN website: <http://www.ceden.org>).

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at:

<http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for Grantee's receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical

personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I

LOCAL PROJECT SPONSORS

Grantee has assigned, for each Component, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in <Exhibit A, Work Plan – or other appropriate reference such as the GSP >, if there are two or more Components of the Project. LPSs may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored component below:

Local Project Sponsor Agency Designations		
Sponsored Component	Sponsor Agency	Agency Address
Component 1: <Title>		
Component 2: <Title>		
Component n: <Title>		

<If only one Project in Grant Agreement, with no components, strike out all description and table on this page and include the following text: "Not Used." >

EXHIBIT J
PROJECT LOCATION

Project and/or Component Location/Site/Vicinity Map – Provide a map and/or diagrams depicting the project, and Components, location with a marker or service area (may represent the area covered by a GSP Development Component); the basin boundary (per DWR Bulletin 118), facilities of the project (if applicable); DACs, EDAs, or SDACs within the project area (if applicable); and any other project features that may apply.

Project Drawings and Sketches – Provide drawings or sketches of project features in adequate detail to describe them (if appropriate for implementation projects).

If needed, provide a description of the project location including location of all applicable components, overlying jurisdiction (City, County, State, or Federal land), GSA boundaries, Assessor Parcel Numbers, property addresses, legal descriptions, and Latitude/Longitude of project site.

EXHIBIT K

MONITORING ~~AND MAINTENANCE~~ PLAN

For applicable Category 1 Implementation Projects Only

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Monitoring ~~and Maintenance~~ Plan

- Monitoring Metrics (e.g., Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (e.g., irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (e.g., percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (i.e., who is who is responsible for monitoring and maintenance)
- Implementing responsibility (i.e., conducting monitoring and/or maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)

EXHIBIT L
APPRAISAL SPECIFICATIONS

For Category 1 Implementation Projects that include Land Acquisition Only:

For property acquisitions funded by this Funding Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, Section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants,

conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use

restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b) An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For Category 1 Implementation Projects that include Land Acquisition Only:

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

State Intervention – The State Backstop

Sustainable Groundwater Management Act (SGMA)

SGMA and State Intervention

SGMA requires the formation of local groundwater sustainability agencies (GSAs) in California's high- or medium-priority groundwater basins. GSAs are required to develop groundwater sustainability plans (plan) that make basins sustainable within 20 years of implementation. If locals are unable or unwilling to sustainably manage their basin or subbasin, the State Water Resources Control Board (State Water Board or Board) can step in to protect groundwater using a process called state intervention. State intervention is triggered by one of the following events:

Date	Event
July 1, 2017	Entire basin is not covered by GSA(s).
Feb. 1, 2020	Basin is in critical overdraft and there is either 1) no plan or 2) the Department of Water Resources (DWR) fails the plan.
Feb. 1, 2022	There is either 1) no plan or 2) long-term overdraft and DWR fails the plan.
Feb. 1, 2025	DWR fails plan and basin has significant surface water depletions.

For general SGMA information, visit: www.waterboards.ca.gov/water_issues/programs/gmp/sgma.shtml.

Levels of Intervention

Unmanaged Area

An unmanaged area is a part of a basin not within the management area of a GSA before July 1, 2017. Anyone that extracts groundwater from an unmanaged area must submit an extraction report to the State Water Board each year. The first extraction reports were due by Dec. 15, 2017, and must include well location and capacity, where the water was used, purpose of use, and monthly extraction volumes.

Probationary Basin

If local agencies fail to form a GSA, fail to develop an adequate sustainability plan, or fail to implement the plan successfully, the State Water Board may designate the entire basin probationary. Anyone who extracts groundwater from a probationary basin, including extractors under the management of a GSA, must file extraction reports with the Board unless the Board decides to exclude certain types of extractions. The Board may require the use of a meter to measure extractions and reporting of additional information.

Interim Plan

The State Water Board will allow local agencies time to fix the issues in the basin that led to probation. If local agencies are unable to fix those issues, the Board will develop an interim plan to directly manage groundwater extractions. An interim plan will contain corrective actions, a timeline to make the basin sustainable, and a monitoring plan to ensure corrective actions are working.

Extraction Reports

Well owners must ensure extraction reports are submitted to the State Water Board by Dec. 15 of each year for extractions made during the previous water year (Oct. 1 – Sep. 30). An extraction report is required for each well and must include monthly pumping data. Extractions must be measured by a method satisfactory to the Board. Extraction reports must be submitted online through the Board's website. For more information about extraction reports, visit www.waterboards.ca.gov/water_issues/programs/gmp/reporting.shtml.

Intervention Fees

Each extraction report must be accompanied by a fee to cover State Water Board intervention costs. The fees for state intervention are detailed below.

Fee Category*	Annual Fee	Applicable Parties
Base Filing Fee	\$300 per well	All extractors required to report.
Unmanaged Rate	\$25 per acre-foot	Extractors in unmanaged areas. If extractors use a meter to measure extractions the rate is \$10 per acre-foot.
Probationary Rate	\$40 per acre-foot	Extractors in probationary basins.
Interim Plan Rate	\$55 per acre-foot	Extractors in probationary basins where the Board determines an interim plan is required.
De minimis Fee	\$100 per well	A well owner that extracts two acre-feet or less per year for domestic purposes in a probationary basin, if the Board decides these extractions are significant.
Late Fee	25% of total fee per month	Extractors that do not file reports by the due date.

*Fees are subject to change. Additional information available at waterboards.ca.gov/gmp.

Meters and Groundwater Management

The State Water Board can require the installation of meters in a probationary basin. The need for meters will depend on local conditions and the level of intervention required in the basin. The State Water Board is likely to require meters in the development of an interim plan, in order to develop corrective actions and verify compliance with pumping restrictions. Extractors will be responsible for installing and maintaining meters and paying the related costs – although it is unlikely that the Board would require meters for de minimis users (see below).

De minimis Users

A well owner who extracts two acre-feet or less per year from a parcel for domestic purposes is a de minimis user. Domestic purposes do not include commercial activities. A well owner who extracts more than two acre-feet per year from a parcel is not a de minimis user. De minimis users in unmanaged areas are exempt from reporting. However, the State Water Board can require reporting by de minimis users in probationary basins if necessary to manage the basin.

Interim Plans and Groundwater Sustainability Plans

State intervention is intended to temporarily protect groundwater. An interim plan is not intended to permanently manage a basin and is not designed to replace a groundwater sustainability plan. To regain local control, local agencies will have to demonstrate their ability and willingness to manage groundwater sustainably and address the issues that caused state intervention.

For More Information

Additional information on SGMA and state intervention is available at the State Water Board website: www.waterboards.ca.gov/gmp or the DWR website: www.water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management.



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW ROOHLER
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

December 15, 2015

Mr. Wade Horton
Director of Public Works
San Luis Obispo County
County Government Center, Room 206
San Luis Obispo, CA 93408

Dear Mr. Horton:

Thank you for your November 17, 2015 letter. We appreciate the opportunity to learn more about the Paso Robles Basin Water District formation efforts, and the steps that are being taken toward locally-driven groundwater sustainability for the basin. Your letter requests clarification on the potential role of the State Water Resources Control Board (State Water Board) in implementing the Sustainable Groundwater Management Act (SGMA) and includes a number of questions in the following four general areas: groundwater management, fees, de minimis user exemptions, and the effect of an adjudication on state and local roles in managing the basin.

As a general management principle, the State Water Board does not intend to intervene in any groundwater basin unless local management efforts are unsuccessful. State intervention can only occur if local authorities fail to adequately manage the basin under the following circumstances: 1) a local agency or group of local agencies fails to develop a groundwater sustainability agency (GSA); 2) a GSA fails to develop a groundwater sustainability plan, or; 3) the Department of Water Resources (DWR), in consultation with the State Water Board, finds that a sustainability plan is inadequate or is not being implemented adequately.

The State Water Board is committed to providing technical and managerial assistance to support local groundwater management efforts, and would much prefer to see local efforts succeed in achieving sustainable groundwater management before state-developed management approaches are necessary. If intervention does occur, the State Water Board's goal will be to return the basin to local management as soon as local authorities can demonstrate their capability and willingness to manage the basin sustainably.

Responses to your specific question are provided below.

1. State Intervention - Metering and Groundwater Management

Your letter seeks confirmation of statements made by State Water Board staff regarding state intervention and metering requirements, and whether state intervention would focus solely on demand management or if implementation of a physical solution would be considered. The need for metering is dependent on local conditions and the level of intervention required in the basin. The State Water Board may intervene if one or more GSAs are not formed to cover the

FELICIA MARSH, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

entire basin, leading to "unmanaged areas." Groundwater extractors in unmanaged areas must report extraction data directly to the State Water Board, which can then begin the process of designating the basin as probationary and developing an interim groundwater management plan (Interim Plan). Meters will likely be required to verify extraction volumes, and will become increasingly important as additional intervention actions are needed.

If the State Water Board must develop an Interim Plan to directly manage the basin's groundwater resources, the State Water Board will need to develop a water budget, and would likely need to meter existing extractions in order to assess how local extractions compare to that budget and to manage demand. Metering of extractions will be necessary to verify compliance with pumping restrictions, will be at the pumper's expense, and will include associated reporting and extraction fees.

We expect that most Interim Plans will not initially focus on physical solutions for the basin. Physical solutions are typically projects that help increase water supply, and can include stormwater capture, desalination, reservoir construction, and other approaches. While the Water Code allows for physical solutions to be included in an Interim Plan (Cal. Wat. Code, § 10735.8, subd. (c)), these sorts of projects would most likely be proposed and paid for by the local community. Generally, local agencies and their community members will be in a better position than the State Water Board to decide whether to proceed with any particular project and to structure a financing plan. Accordingly, the State Water Board expects to focus on demand management (i.e., pumping reductions) to reduce water use to meet a sustainability goal.

2. State Intervention – Fees

Your letter posed the following questions with respect to state intervention and associated fees: what fees would be likely under State intervention and how would costs for individual landowners compare to costs for local management by a Groundwater Sustainability Agency (GSA)? How would fees be collected, and would State Fees be subject to a Proposition 218 vote?

State oversight fees will be based on recovering costs incurred in administering state intervention activities. Intervention activities can include, but are not limited to, investigations, facilitation, monitoring, enforcement, and administrative costs – in essence, all of the same activities as a locally-developed SGMA plan. However, state intervention will also include a number of additional actions, which could lead to higher costs. Notably, a GSA's preparation and adoption of a groundwater sustainability plan is exempt from the California Environmental Quality Act (CEQA; Water Code section 10728.6) while Board-developed interim plans are not. State costs associated with CEQA compliance will be recovered through fees. Costs for Board hearings related to designation of probationary basins and adoption of interim plans would also need to be recovered.

Possible billing methods for these and other state intervention costs are still being determined. One possible approach is to bill each parcel owner directly through the State Board of Equalization, with the fee included as an item on each landowner's tax bill. The State Water Board's cost recovery program will consist of state imposed regulatory fees, which are not subject to Proposition 218.

3 De Minimis Extractors and SGMA

De minimis extractors are exempted from local metering programs under Water Code section 10725.8, subdivision (e), and are exempt from local regulatory fees under Water Code section 10730, subdivision (a) unless the GSA regulates minimis users as part of the local sustainability plan.

De minimis exemptions to metering programs and fees do not apply under certain circumstances of state intervention. Water Code section 5202 exempts de minimis users from requirements to report groundwater extractions to the State Water Board – unless the basin is designated as a probationary basin and the State Water Board has determined that de minimis users need to be incorporated as part of a state-developed management approach. Once the basin is designated as probationary, it is up to the State Water Board to determine whether regulation of de minimis extractors is an important component of basin management; if needed, the State Water Board can require reporting and associated fees from de minimis extractors

In addition to fees for filing extraction reports, de minimis extractors would likely be required to pay a share of the costs incurred in connection with investigations, facilitation, monitoring, hearings, enforcement, and administrative costs for state intervention.

4. Groundwater Adjudications and SGMA

Adjudicated areas that are not specifically exempted in Water Code section 10720.8, and all future groundwater adjudications, are subject to SGMA. Water Code section 10720.8, subdivision (e) provides that where an adjudication action has determined the rights to extract groundwater for only a portion of a basin, only the area where extraction rights have been determined would be excluded from the requirements of SGMA.

In recent legislation regarding groundwater adjudications, the Legislature has made clear that any future adjudication effort cannot circumvent SGMA, and should be managed to avoid interference with SGMA efforts. The relationship between adjudicated basins and SGMA can be summarized as follows: SGMA applies if a basin is adjudicated in the future, SGMA applies during an adjudication action, and a pending adjudication does not prevent the state from intervening if SGMA deadlines and requirements are not met. In limited circumstances, after the conclusion of a comprehensive adjudication, SGMA may be enforced by a court rather than the State Water Board; however, the basin would still need to comply with all of SGMA's requirements.

Regardless of a water user's basis of right, using groundwater in a manner that exacerbates overdraft of the basin is both unsustainable and unreasonable. Groundwater users in overdrafted basins must work together to manage the basin sustainably, or state intervention will bring the basin to a sustainable condition until such time as basin water users can themselves sustainably manage the basin for this and future generations.

Sincerely,


Thomas Howard
Executive Director

cc: See next page

Mr. Wade Horton

- 4 -

December 15, 2015

cc. The Honorable Katcho Achadjian
California State Assembly

The Honorable William W. Monning
California State Senate

Mr. David Gutierrez
Department of Water Resources



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Wade Horton, Director

County Government Center, Room 206 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us



November 17, 2015

Thomas Howard, Executive Director
State Water Resources Control Board
1001 I Street
Sacramento, CA 93814

SUBJECT: Request for Information Regarding Potential State Water Resources Control Board Fees and Management Activities within the boundaries of the proposed Paso Robles Basin Water District under the Sustainable Groundwater Management Act (SGMA)

Dear Mr. Howard,

On November 10, 2015, the San Luis Obispo County Board of Supervisors took action to initiate local SGMA compliance in the Paso Robles Groundwater Basin (Basin). Such action includes formation of the Paso Robles Basin Water District (a California Water District with certain unique features, including a hybrid board of directors as set forth in AB 2453 (Water Code Section 37900 et seq.) (Water District)¹ and the approval of a special tax² under Proposition 218. In addition, the Board of Supervisors directed the Public Works Director to write to the State Water Resources Control Board (SWB) in an attempt to seek clarity on SWB management in probationary basins under SGMA. Hopefully your staff can review the questions presented in this letter and are able to provide a response in a timely manner.

The decision to seek clarification from the SWB is based on feedback from outreach to over 1,300 unique stakeholders within the Basin. As these individuals learn about their management and funding options under SGMA, the most common question asked is what SWB management would entail. In order to provide voters with the most information possible prior to the March 8, 2016 elections, the following four categories are areas on which the County is seeking clarification and/or detailed information.

1. State Intervention³ - Groundwater Management

During meetings of the Local Agency Formation Commission (LAFCO) for the Water District formation, SWB staff attended two meetings and gave detailed presentations on SGMA and State groundwater management of a probationary basin. Due to the fact that

¹ The formation election is subject to a simple majority of ballots returned by affected landowners.

² The special tax election is subject to 2/3 approval of registered voters.

³ Per Water Code 10735 et seq.

State intervention may not start until 2018, details on this subject were still conceptual and limited to statements that groundwater management would focus solely on demand management. Your staff suggested that the SWB would meter all groundwater extractors in the basin, establish the sustainability goal of the basin, and reduce pumping of all extractors to meet the long-term sustainability goal. Additionally, no physical solutions would be investigated, developed or implemented. We are seeking confirmation of this demand management approach and would appreciate any additional input or direction on the subject.

2. State Intervention – Fees

During the same LAFCO meetings SWB staff also indicated that State intervention would result in a substantially higher cost to the regulated community than local management. While we understand the SWB is not obligated under SGMA to develop State fees until July 1, 2017,⁴ our local process has included the initiation of a Proposition 218 special tax proceeding, which means local SGMA compliance costs have been established. The proposed annual budget for local SGMA compliance is not to exceed \$950,000 and the following table shows the assignment of costs to parcels within the boundaries of the Water District.

TYPE OF CHARGE	ANNUAL CHARGE
1. All Parcel Charge	\$15
2. Per Unit Charge	
Single Family Residential (SFR)	\$20
Multi-Family Residential (MFR)	\$40
Commercial/Government/Industrial	\$100
Vacant	\$10
3. Per Acre Charge	
Non-Irrigated	\$0.25/acre
Irrigated	\$18/acre

With this funding formula, a rural resident would pay the \$15/year parcel charge plus the Single Family Residential charge of \$20/year plus \$0.25 per acre for non-irrigated land. For example, a 10 acre homeowner with no identified irrigated land would have an annual cost of \$37.50. Our research indicates that approximately 60% of the Single Family Residential parcels (out of a total of 3,858) are on 10 acres or less. Thus, their annual charge would be \$37.50 or less, which amounts to only \$3.13 or less on a monthly basis.

Rangeland, open space and any other property not categorized as irrigated acreage would pay the \$15/year parcel charge plus the \$10/year vacant charge plus \$0.25 per acre. For example, a 100 acre parcel being utilized as rangeland would have an annual cost of \$50. Irrigated agriculture would pay the \$15/year parcel charge plus the \$10/year

⁴ Water Code Section 1529.5

vacant charge plus \$18 per acre of irrigated land. For example, a 100 acre parcel with 100% of the parcel being utilized for irrigated agriculture would have an annual cost of \$1,825. The intent of the large cost difference between the non-irrigated and irrigated charge is to best represent pumping activity (in the absence of metering) on that parcel.

Another way to look at the formula is to calculate costs on the same size parcel for various types of land use. The following chart shows the impact of the funding formula to SFR, MFR, commercial, rangeland and irrigated agriculture for 10, 25 and 100 acre parcel sizes.

10 Acre Parcel	Annual Charge	25 Acre Parcel	Annual Charge	100 Acre Parcel	Annual Charge
SFR	\$ 37.50	SFR	\$ 41.25	SFR	\$ 60.00
MFR	\$ 57.50	MFR	\$ 61.25	MFR	\$ 80.00
Commercial	\$ 117.50	Commercial	\$ 121.25	Commercial	\$ 140.00
Rangeland	\$ 27.50	Rangeland	\$ 31.25	Rangeland	\$ 50.00
Irrigated Ag (100% of Acreage Irrigated)	\$ 205.00	Irrigated Ag (100% of Acreage Irrigated)	\$ 475.00	Irrigated Ag (100% of Acreage Irrigated)	\$ 1,825.00

Given the fully developed Paso Robles Basin local SGMA compliance costs, we are hoping SWB staff can review these costs and provide input on:

- a) A comparison of SWB fees for the Paso Robles Basin
- b) Method of collection of such fees
- c) Voter approval (are SWB fees subject to Proposition 218?)
- d) What groundwater management efforts will still need to be accomplished at the local level simultaneous to SWB management

3. De Minimis User Exemptions

A common belief expressed during stakeholder outreach is that de minimis extractors⁵ are exempt from SGMA. County staff has interpreted any such "exemption" for de minimis extractors as limited to *local* metering programs⁶ and *regulatory* fees.⁷ We are seeking clarification that the SWB does not interpret the above-cited provisions as exempting de minimis users from a SWB metering program or SWB fees. Any other pertinent information regarding de minimis users as it relates to SWB management of the Paso Robles Basin would be appreciated.

4. Adjudication and SWB Groundwater Management

Another common belief expressed during stakeholder outreach is that "adjudication" of the Paso Robles Basin (a basin that is not identified in Water Code Section 10720.8) will eliminate the requirement for both local management and/or SWB intervention under

⁵ Water Code Sections 10721(e), 10725.8 and 10730

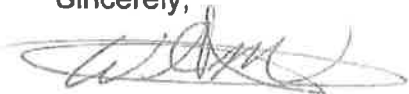
⁶ Water Code Section 10725.8

⁷ Water Code Section 10730

SGMA. Please elaborate on how local or SWB intervention would proceed should the Paso Robles Basin be adjudicated, both in the event that a "comprehensive adjudication" as described in the recently enacted AB 1390 and SB 226 (Civil Code Section 830(c) is initiated or in the event that the action does not ripen into such a "comprehensive adjudication."

Thank you for taking the time to review this request and provide a response. If possible, I would kindly ask we receive a response by December 11, 2015. Should you have any questions, please contact John Diodati at (805) 788-2832 or jdiodati@co.slo.ca.us.

Sincerely,



WADE HORTON
Director of Public Works

c: Assemblyman Katcho Achadjian
Senator Bill Monning
Erik Ekdahl, SWB

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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: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: August 14, 2018

SUBJECT: Request to fill the position of one (1) BPAR Legal Secretary I-II

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for the requested positions comes from the General Fund, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
- 2) Where internal candidates meet the qualifications for the position of BPAR Legal Secretary I-II, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure a qualified applicant pool; and
- 3) Approve the hiring of one (1) BPAR Legal Secretary I, Range 56, \$17.63/\$21.42 per hour, or (1) BPAR Legal Secretary II, Range 60, \$19.36/\$23.51 per hour, through an open recruitment, depending on qualification.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Recently, our BPAR Legal Secretary promoted to the position of Investigative Assistant in the District Attorney's office. The BPAR Legal Secretary is an essential position to the District Attorney's office to handle Juvenile and Adult criminal cases.

ALTERNATIVES:

None.


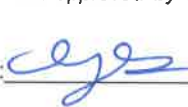
OTHER AGENCY INVOLVEMENT:

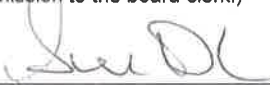
None.

FINANCING:

District Attorney General Fund Budget #022400.

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 <u>7/20/18</u>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>7/20/18</u>
---------------------	--

DEPARTMENT HEAD SIGNATURE:  Date: 7/20/18
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

16

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **August 14, 2018**

SUBJECT: Approval of American Security Group Maintenance Agreement

DEPARTMENTAL RECOMMENDATION:

- 1) Declare American Security Group a sole source provider for video security maintenance and support.
- 2) Request Board ratify the contract between the County of Inyo and American Security Group for the provisions of services, maintenance of security surveillance system equipment, for the period of July 1, 2018 through June 30, 2019 in the amount of \$23130.00, and authorize the Sheriff or his designee to sign, contingent upon Board's adoption of future budgets, and contingent on obtaining appropriate signatures.
- 3) Authorize budgeting for routine equipment replacement costs with American Security Group in an amount not to exceed \$48,250 for FY 2018/2019



CAO RECOMMENDATION:

SUMMARY DISCUSSION: American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is robust, comprised of 92 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement costs have been included in the department requested budget for equipment replacement of equipment not covered by the terms of the service agreement or warranty.

ALTERNATIVES: There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available.

OTHER AGENCY INVOLVEMENT:

FINANCING: Funding is included in the 2018-2019 requested budgets in Budget Unit 022706 Jail Security and Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

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: <u>7/24/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date: <u>8/6/2018</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: 8/6/18



Proposal

Date	Proposal #
5/4/2018	1011630

Customer
Inyo County Sheriff's Facility PO BOX S 550 S Clay St Independence, CA 93526

Ship To
Inyo County Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description
	Inyo County Sheriff's Dept Support and Service Agreement (for fiscal year 7/1/2018- 6/30/2019)
	IP Video System Service & Support
94	IP Video Camera Service & Support
12	IP Video Network Equipment Service & Support
3	IP Video Server Service & Support
180	IP Video Storage Device Service & Support
1	IP Video System Service Plan (Base)
	Access Control System Service and Support Agreement
1	Access Control System Service Plan (Base)
6	Access Control Systems Technical Support
4	Access Control Quarterly Inspections & Training (per quarter)
1	Access Control Server Service and Support
	SERVICE / EXTENDED WARRANTY PLANS: American Security Group offers additional protection of your security system investment through enrollment in our Service & Support Agreement and Extended Warranty Plans. Please contact your sales executive for a complete list of services covered with each service plan.
	This Service & Support Agreement does not include the cost of replacement parts and is limited to support services offered via the following means: network connection, telephone, and/or quarterly service visits for preventative maintenance of the installed equipment. An Extended Warranty Agreement includes costs associated with replacement parts or incidentals.
	WARRANTY: American Security Group will warranty its installation to be free of defects in material and workmanship for a period of one year. All equipment carries its full manufacturer's warranty.
	American Security Group will observe due diligence installing equipment, cable and wire and other items inherent with this project. However, American Security Group cannot be held responsible for damage to ceiling panels, trim, carpet, floor coverings, or other items involved with this installation.
	The term of the contract from July 1st, 2015 to June 30th, 2018. billing will commence on a quarterly basis at a rate of \$5,782.50 per quarter. This agreement will automatically renew unless American Security Group receives a written request for cancellation 30 days prior to the final billing cycle.
	Limit upon amount payable to reflect the increase
	Net 30
	Subtotal
	Tax (8.75%)
	Total
	PO Box 48 Vista CA, 92085 www.amsecgroup.com Voice 760-727-4020 Fax 760-727-4027 CA LIC 665638 ACO LIC 4234



Proposal

Date	Proposal #
5/4/2018	1011630

Customer
Inyo County Sheriff's Facility PO BOX S 550 S Clay St Independence, CA 93526

Ship To
Inyo Country Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description
	Please indicate the enrollment period for this Service and Support Agreement by signing the corresponding line below:
3 Year	Signature _____ Date _____

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY: _____ DATE: _____

*PO Box 48 Vista CA, 92085 www.amsecgroup.com
Voice 760-727-4020 Fax 760-727-4027
CA LIC 665638 ACO LIC 4234*

Subtotal	\$23,130.00
Tax (8.75%)	\$0.00
Total	\$23,130.00

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the MAINTENANCE AND SUPPORT services of AMERICAN SECURITY GROUP of VISTA, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from 07/01/2018 to 06/30/2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of TWENTY THREE THOUSAND ONE HUNDRED THIRTY Dollars and ZERO cents (\$23130.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed \$23130.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not

assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
OFFICE OF THE SHERIFF	Department
P.O. DRAWER S	Address
INDEPENDENCE, CA 93526	City and State

Contractor:

AMERICAN SECURITY GROUP	Name
P.O. BOX 48	Address
VISTA, CA 92085	City and State

24. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Type or Print Name

Type or Print Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

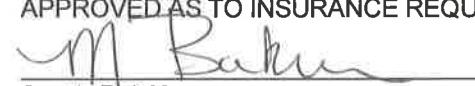


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 07/01/2018 **TO:** 06/30/2019

SCOPE OF WORK:

SEE ATTACHED PROPOSAL#1011630 DATED 5/4/18

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

TERM:

FROM: 7/1/18 **TO:** 6/30/2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **August 14, 2018**

SUBJECT: Request ratification and approval of the contract with America's Best Value Inn to be a CalWORKs Program Worksite.

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve the contract between the County of Inyo and America's Best Value Inn to be a CalWORKs Program Worksite for the period of July 1, 2018 through June 30, 2019 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract will allow the Department to utilize America's Best Value Inn as a CalWORKs worksite.

The CalWORKs program is designed to assist disadvantaged and low-income individuals to become gainfully employed. The program provides cash grants and welfare-to-work (WTW) services to low-income families with children and requires participants to complete a set number of activity hours. Worksites provide these individuals with the opportunity to meet the required activity hours as well as the opportunity to obtain work skills related to their career goals. For some individuals, the CalWORKs work experience will translate into immediate employment.

The worksite supervises the work of the CalWORKs participant in accordance with the job orders established and solicited by the worksite.

The Department is respectfully requesting that the contract be ratified and approved.

ALTERNATIVES:

Your Board could opt to not approve the Contract with America's Best Value Inn, which would limit the available worksites our clients have access to, which could impact our work participant rate (WPR) which gets reported to the State on a monthly basis.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

No funding is associated with this agreement.

APPROVALS

COUNTY COUNSEL:

M. Salter

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: 7/18/18

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: 7/13/2018

PERSONNEL DIRECTOR:

[Signature]

PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)*

Approved: ✓ Date: 7/18/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 7/18/18

AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn

FOR CalWORKS PROGRAM WORKSITE

INTRODUCTION

This Agreement is entered into this 1st day of July 2018, by and between the County of Inyo, hereinafter referred to as "County", and Americas Best Value Inn, hereinafter referred to as "Worksite".

WHEREAS, County is authorized to enter into this Agreement under the authority of the California statutes of 1997 [Assembly Bill 1542] which establishes the California Work Opportunity and Responsibility to Kids (CalWORKS) Program; and

WHEREAS, County desires to extend certain services to residents of the County of Inyo by contracting with Worksite; and,

WHEREAS, Worksite is prepared to provide such services on the terms and conditions set forth in the Agreement and the Attachments, which are part of this Agreement.

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Worksite will furnish, provide, and conduct the service, event, or activity (hereinafter referred to as "Program") which is described in Attachment A, attached hereto and by reference incorporated herein.

The Worksite will furnish, provide, and conduct such Program, in the manner and by the means set forth in Attachment A, and consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement, including any Attachments hereto.

2. TERM.

The term of this Agreement shall be from July 01, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. There will be no monetary compensation paid by County to Worksite, or paid by Worksite to County, pursuant to this Agreement. The consideration to Worksite under this Agreement is the non-compensated voluntary labor received from the CalWORKS participants placed at Worksite. The consideration to County is Worksite's furnishing, providing, and conducting the Program, which is described in Attachment A.

B. No Additional Consideration. Worksite shall not be entitled to, nor receive, from County, any other compensation, consideration, salary, wages, or other type of remuneration for services rendered under this Agreement.

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Worksite to conduct the Program described in this Agreement must be procured by Worksite and be valid at the time Worksite enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Worksite 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 license, professional licenses or certificates, and business licenses.

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

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Worksite shall provide such office space, supplies, equipment, vehicles, reference materials, and other miscellaneous services as is necessary for Worksite to conduct the Program identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Worksite for any expense or cost incurred by Worksite in procuring or maintaining such items.

6. WORKERS' COMPENSATION.

The State of California Department of Social Services shall provide Workers' Compensation coverage for CalWORKS participants placed at Worksite pursuant to this Agreement. Worksite will promptly notify the County's CalWORKS Program Director of any CalWORKS participant who is injured while performing under this Agreement.

7. OPERATION OF A MOTOR VEHICLE.

A. Conditions to Operate a Motor Vehicle. Worksite may authorize or permit a CalWORKS participant placed with Worksite under the provisions of this Agreement to operate a motor vehicle in connection with participant's duties with Worksite. Any such operation of a vehicle by CalWORKS participant shall be the sole responsibility of Worksite. Any CalWORKS participant authorized by Worksite to operate a motor vehicle in the course of their participating with Worksite under this Agreement must possess a valid California Drivers License, of the proper class, and shall have completed an appropriate driver's training course equivalent to that which is required, or provided, by Worksite for its other regular employees.

B. Defense and Indemnification. If Worksite allows or permits a CalWORKS participant to operate a motor vehicle in the course of participating with Worksite under this Agreement, Worksite shall, at its own expense, provide legal defense and indemnification for such CalWORKS participant and County with respect to any claims, damages, losses, judgments, liabilities, expenses or other costs, including litigation costs and attorney's fees, arising out of, or resulting from, or in connection with, the CalWORKS participant's operation of a motor vehicle.

C. Insurance. If Worksite allows or permits a CalWORKS participant to operate or utilize a motor vehicle in connection with any of the work or services of the Program described in Attachment A, Worksite shall either:

1. Maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with a minimum coverage level of \$1,000,000 per occurrence, combined single limit for bodily injury liability, property damage liability, which shall include all Worksite owned vehicles and all hired or non-owned

vehicles used by Worksite, its agents, officers, employees or volunteers, if any, in performing under this Agreement;

2. A program of self insurance of sufficient scope and with sufficient reserves to provide protection equivalent to the insurance described in sub-paragraph 1 above, to be approved by the County's Risk Manager.

Worksite will provide proof of the required insurance or have their self-insurance program approved by the County Risk Manager prior to allowing any CalWORKS participant to operate a motor vehicle.

D. Worksite shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Worksite, his agents, representatives or employees. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01). Worksite shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Worksite shall provide proof of such insurance to the County of Inyo.

8. STATUS OF WORKSITE.

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

A. Worksite shall determine the methods, details, and means of conducting the Program described in Attachment A;

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

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

9. DEFENSE AND INDEMNIFICATION.

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

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

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

10. RECORDS AND AUDIT.

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

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

11. NONDISCRIMINATION.

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

12. ASSIGNMENT.

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

13. DEFAULT.

If Worksite abandons this Agreement, or fails to proceed with the Agreement in a timely manner, or fails in any way as required to conduct the Program as required, County may declare Worksite in default and terminate this Agreement immediately.

14. WAIVER OF DEFAULT.

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

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph nineteen (19) (Amendment).

15. CONFIDENTIALITY.

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

16. SEVERABILITY.

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

17. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Worksite of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph nineteen (19) (Amendment).

18. TERMINATION.

Either County or Worksite may terminate this agreement, without cause or penalty, upon ten (10) days written notice served upon the other party.

19. AMENDMENT.

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

20. NOTICE.

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

County of Inyo
Health and Human Services Department
P.O. Drawer A Street
Independence, CA 93526 City and State

Worksite
Americas Best Value Inn Name
192 Short Street Street
Bishop, CA 93514 City and State

21. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

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

COUNTY OF INYO

WORKSITE

By: _____

By: _____

Dated: _____

Signature
Print Name

Dated: 6-21-18

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE
REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

I. Purpose of CalWORKS Program:

The CalWORKS program is designed to assist disadvantaged and low-income individuals ("CalWORKS participants") to become gainfully employed. Worksite will provide these individuals with the opportunity to obtain work skills related to their career goals and values. For some individuals, the CalWORKS work experience will translate into immediate employment.

A. The Goals of the program are to:

1. Provide basic job skills.
2. Enhance existing job skills in a position related to the participant's experience.
3. Provide a needed community service that will lead to employment.

II. State and/or Federal Codes, Statutes & Regulations.

Services provided or performed under this Agreement shall be subject to and provided or performed in accordance with all state and federal regulations, including but not limited to the following:

- A. State Department of Social Services Regulations, Chapter 42-200 et seq., 42-800 et seq., 44-206 et seq., Assembly Bill (AB) 1542 (Chapter 270, Statutes of 1997);
- B. Welfare and Institutions Code Section 11320.3, 11320.35, 11320.36, 11320.38, 11320.4, 11320.5;
- C. 42 U.S.C. Section 682.

III. Payment Limitations.

Worksite shall not compensate CalWORKS participant placed at Worksite for any work performed for Worksite under this Agreement. However, should the CalWORKS participant be authorized to travel in the performance of his duties and functions with Worksite, Worksite shall reimburse CalWORKS participant directly for travel and per diem costs, including mileage for use of CalWORKS participant's own vehicle, at the rate Worksite reimburses its regular employees for such costs.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

IV. Description of Services.

A. Worksite shall supervise the work of CalWORKS participants that are referred by County in accordance with the job orders established and solicited by Worksite. The use of CalWORKS participants shall only supplement and may not supplant regular employees. A CalWORKS training assignment may not be created as a result of, or may not result in any of the following:

1. Displacement of current employees, including overtime currently worked by these employees.
2. The filling of positions which would otherwise be promotional opportunities for current employees, except when positions are to be filled through an open process in which recipients are provided equal opportunity to compete.
3. The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
4. The filling of established unfilled public agency positions unless the positions are unfunded in a public agency budget.
5. The filling of a position created by termination, lay off, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.
6. A strike, lockout, or other bona-fide labor dispute or violation of any existing collective bargaining agreement between employees and employers.
7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
8. The termination of a contract for services, prior to its expiration date, that results in the displacement or partial displacement of workers performing contracted services, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

9. The denial to a participant or employee of protections afforded other workers on the worksite by state and federal laws governing workplace health, safety, and representation.
10. Subdivisions (2), (4), and (7) shall not apply to unsubsidized employment placements.

B. Any complaint or claim by a Worksite employee or former Worksite employee who believes the assignment of a CalWORKS participant violates the provisions stated in A., above, shall be resolved through the Employee Displacement Grievance Process, as defined in MPP Section 42-720.4, .5, .6, and .7 and attached hereto as Attachment A1.

C. WORKSITE agrees to provide the following to County:

1. Report in a timely manner the participant's attendance and other such information on performance as may be requested by the County. Worksite understands that the participant may participate in the work activity up to a maximum of 32 hours per week.
2. Evaluate the participant's progress every 4 weeks.
3. To consider the participant for any job openings occurring at Worksite and to inform the participant of any job opportunities within the agency.
4. A participant assigned to a public agency shall be allowed to:
 - a. Participate in classified services examinations equivalent to the position he/she occupies.
 - b. Participate in all open and promotional examinations for which experience in the position or other relevant experience is qualifying under merit system rules.
5. To utilize the participant to perform duties at the training level.
6. To allow for monitoring visits by County CalWORKS Program staff with appropriate notification.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

7. To advise County CalWORKS Program staff of any problems with participant or placement.
- D. County agrees to provide the following to Worksite:
1. To coordinate the development of CalWORKS worksites and the referral and placement of participants.
 2. To provide basic or initial resolution of worksite problems through regular monitoring.

42-720.4 Employee Displacement Grievance Process

The following grievance process shall be used to resolve the complaints of regular employees or their representatives who believe assignment of a participant to community service, work experience, on-the-job training (OJT), or any activity funded by grant-based OJT training violates any of the displacement provisions contained in Section 42-720.1, as applicable. All displacement complaints shall be in written form and shall include the full name, address (if any), and telephone number (if any) of the alleged displaced employee, the full name and address of the employer against whom the complaint is being filed, a clear and concise statement of facts concerning the alleged displacement, including pertinent dates, and a statement that the complaint has been signed under penalty of perjury.

.41 Informal Resolution

- .411 Upon receipt of a written complaint by the employee or employee's representative, the CWD shall contact both the complainant and affected employer and attempt to formally resolve the complaint.
- .412 The period for informal resolution shall begin on the date the complaint is received by the CWD and shall not exceed ten calendar days.
 - (a) Nothing in this section shall prohibit informal resolution of the complaint at any time during the displacement grievance process.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

- .413 Following its efforts to informally resolve the complaint, the CWD shall send a letter informing the complainant of the following:
- (a) The employer's response to the complaint, including any actions the employer is willing to take toward informal resolution.
 - (b) The right to request a formal hearing as specified in Section 42-720.421 if the complainant is dissatisfied with the employer's informal response.
 - (c) The procedures for filing a formal hearing including the address to which a request for hearing should be sent.
 - (d) The time limit for filing a request for formal hearing as specified in Section 42-720.421(a).
- .414 The CWD shall send the letter required by Section 42-720.413 no later than the twentieth (20th) calendar day from the date the complaint was received by the CWD.
- (a) Copies of the letter shall be sent to the affected employer.

.42 Formal Hearing.

- .421 If the complaint cannot be informally resolved, the complainant may request a formal hearing.
- (a) A written request for formal hearing must be filed no later than ten calendar days following the employee's receipt of the letter required by Section 42-720.413.
 - (a) (1) The date postmarked on the hearing request shall be considered the date of its filing.
- .422 Formal hearings shall be conducted by the California Department of Social Services (CDSS), State Hearings Division.
- .423 The CDSS, Office of the Chief Administrative Law Judge shall inform the complainant, the CWD, and affected employer in writing of the date, time and location of the hearing and of

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

the opportunity to present evidence, bring witnesses, cross-examine witnesses, and bring or send an authorized representative.

- (a) An authorized representative is defined as an individual or organization that has been authorized by the complainant or affected employer to act on behalf of the complainant or affected employer in any and all aspects of the formal hearing. An authorized representative may include legal counsel, a relative, friend, or other spokesperson.
 - (b) Upon the request of any party to the complaint, a hearing may be postponed prior to the hearing or at the hearing, if such request or postponement is for good cause. The Department shall have the authority to request verification to support the request for postponement. Notwithstanding the provisions of this section the time limits contained in Section 42-720.425 shall apply. The criteria for good cause includes, but is not limited to, the following:
 - (1) Death in the family.
 - (2) Personal illness or injury.
 - (3) Sudden and unexpected emergencies which prevent the complainant or the employer or their respective authorized representatives from appearing.
 - (4) A conflicting court appearance, which cannot be postponed.
 - (c) A party who wishes to submit a document into evidence must provide a copy of it, free of charge, to the other party.
 - (d) The Administrative Law Judge may not discuss the merits of a pending state hearing with one party outside the presence of the other party.
- .424 Except as specified in this section, the following provisions of MPP, Division 22 shall apply to formal hearings:
- (a) Except as specified below, Section 22-049 relating to general rules and procedures at the hearing.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

- (1) Notwithstanding the provisions of Section 22-049.1, both the complainant and affected employer may bring or send an authorized representative.
 - (2) To the extent that Section 22-049.11 refers to rehearings, it shall not apply.
 - (3) Section 22-049.52 and 22-049.532, and any references to Section 22-049.532, shall not apply.
 - (4) Sections 22-049.8 and 22-049.9 shall not apply.
 - (5) To the extent the provisions of Section 22-049 apply to formal hearings, all references to "claimant" and "county" shall be deemed to refer to complainant and "affected employer," respectively.
 - (b) Section 22-050 relating to evidence.
 - (a)(1) Requirement at Section 22-050.21 shall not apply.
 - (c) Section 22-053 relating to postponements and continuances for additional evidence.
 - (c)(1) Notwithstanding the time parameters identified in Section 22-053.2, the time limit set forth in Section 42-720.425 shall apply.
 - (d) Section 22-061.1, .3, and .4 relating to submission and adoption of proposed decisions.
 - (e) Section 22-062 relating to action by the Director.
 - (a)(1) Notwithstanding the time limits for director action specified in Section 22-062.2, requirements for issuance of a hearing decision at Section 42-720.425 shall apply.
- .425 A written hearing decision shall be issued within 90 calendar days of the date the complaint was received by the CDSS State Hearings Division.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Americas Best Value Inn
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018 TO: June 30, 2019

SCOPE OF WORK:

.426 Copies of the written decision shall be sent to all affected parties. The decision shall include:

(a) A statement identifying the right to federal appeal of the hearing decision as specified in Section 42-720.5.

.427 When a hearing decision upholds the displacement complaint, the decisions shall:

(a) Require termination of the assignment, which brought about the complaint and any other assignments, which have caused the displacement of regular employees.

(b) Identify those actions, which shall be taken to remedy the displacement in accordance with Section 42-720.6.

.35 Federal Appeal

.351 To the extent federal appeal is available, any dissatisfied party may appeal the formal hearing decision to the United States Department of Labor. Parties to the hearing should be directed to their local CWD for further information regarding the availability of any federal appeals process.

.6 Remedies

.61 Remedies for displaced employees shall include reinstatement, back pay, and/or back benefits from the affected employer.

.7 Union Grievance

.71 Any grievance procedure that is part of a collective bargaining agreement between the employer and labor union representing the dissatisfied employee shall be used in lieu of the process described in Section 42-720.42.

Authority Cited: Sections 10553, 10554, and 10604, Welfare and Institutions Code.

Reference: Sections 11324.5 and 11324.6, and 11324.7.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
18

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **August 14, 2018**

SUBJECT: Request ratification and approval of the contract with the City of Bishop to be a CalWORKs Program Worksite.

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve the contract between the County of Inyo and the City of Bishop to be a CalWORKs Program Worksite for the period of July 1, 2018 through June 30, 2019 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract will allow the Department to utilize the City of Bishop as a CalWORKs worksite.

The CalWORKs program is designed to assist disadvantaged and low-income individuals to become gainfully employed. The program provides cash grants and welfare-to-work (WTW) services to low-income families with children and requires participants to complete a set number of activity hours. Worksites provide these individuals with the opportunity to meet the required activity hours as well as the opportunity to obtain work skills related to their career goals. For some individuals, the CalWORKs work experience will translate into immediate employment.

The worksite supervises the work of the CalWORKs participant in accordance with the job orders established and solicited by the worksite.

The Department is respectfully requesting that the contract be ratified and approved.

ALTERNATIVES:

Your Board could opt to not approve the Contract with the City of Bishop, which would limit the available worksites our clients have access to, which could impact our work participant rate (WPR) which gets reported to the State on a monthly basis.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

No funding is associated with this agreement.

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>7/13/18</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>7/13/2018</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>7/18/18</u>

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

 Date: 7/18/18

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE

INTRODUCTION

This Agreement is entered into this 1st day of July 2018, by and between the County of Inyo, hereinafter referred to as "County", and City of Bishop, hereinafter referred to as "Worksite".

WHEREAS, County is authorized to enter into this Agreement under the authority of the California statutes of 1997 [Assembly Bill 1542] which establishes the California Work Opportunity and Responsibility to Kids (CalWORKS) Program; and

WHEREAS, County desires to extend certain services to residents of the County of Inyo by contracting with Worksite; and,

WHEREAS, Worksite is prepared to provide such services on the terms and conditions set forth in the Agreement and the Attachments, which are part of this Agreement.

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Worksite will furnish, provide, and conduct the service, event, or activity (hereinafter referred to as "Program") which is described in Attachment A, attached hereto and by reference incorporated herein.

The Worksite will furnish, provide, and conduct such Program, in the manner and by the means set forth in Attachment A, and consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement, including any Attachments hereto.

2. TERM.

The term of this Agreement shall be from July 01, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. There will be no monetary compensation paid by County to Worksite, or paid by Worksite to County, pursuant to this Agreement. The consideration to Worksite under this Agreement is the non-compensated voluntary labor received from the CalWORKS participants placed at Worksite. The consideration to County is Worksite's furnishing, providing, and conducting the Program, which is described in Attachment A.

B. No Additional Consideration. Worksite shall not be entitled to, nor receive, from County, any other compensation, consideration, salary, wages, or other type of remuneration for services rendered under this Agreement.

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Worksite to conduct the Program described in this Agreement must be procured by Worksite and be valid at the time Worksite enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Worksite 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 license, professional licenses or certificates, and business licenses.

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

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Worksite shall provide such office space, supplies, equipment, vehicles, reference materials, and other miscellaneous services as is necessary for Worksite to conduct the Program identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Worksite for any expense or cost incurred by Worksite in procuring or maintaining such items.

6. WORKERS' COMPENSATION.

The State of California Department of Social Services shall provide Workers' Compensation coverage for CalWORKS participants placed at Worksite pursuant to this Agreement. Worksite will promptly notify the County's CalWORKS Program Director of any CalWORKS participant who is injured while performing under this Agreement.

7. OPERATION OF A MOTOR VEHICLE.

A. Conditions to Operate a Motor Vehicle. Worksite may authorize or permit a CalWORKS participant placed with Worksite under the provisions of this Agreement to operate a motor vehicle in connection with participant's duties with Worksite. Any such operation of a vehicle by CalWORKS participant shall be the sole responsibility of Worksite. Any CalWORKS participant authorized by Worksite to operate a motor vehicle in the course of their participating with Worksite under this Agreement must possess a valid California Drivers License, of the proper class, and shall have completed an appropriate driver's training course equivalent to that which is required, or provided, by Worksite for its other regular employees.

B. Defense and Indemnification. If Worksite allows or permits a CalWORKS participant to operate a motor vehicle in the course of participating with Worksite under this Agreement, Worksite shall, at its own expense, provide legal defense and indemnification for such CalWORKS participant and County with respect to any claims, damages, losses, judgments, liabilities, expenses or other costs, including litigation costs and attorney's fees, arising out of, or resulting from, or in connection with, the CalWORKS participant's operation of a motor vehicle.

C. Insurance. If Worksite allows or permits a CalWORKS participant to operate or utilize a motor vehicle in connection with any of the work or services of the Program described in Attachment A, Worksite shall either:

1. Maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with a minimum coverage level of \$1,000,000 per occurrence, combined single limit for bodily injury liability, property damage liability, which shall include all Worksite owned vehicles and all hired or non-owned

vehicles used by Worksite, its agents, officers, employees or volunteers, if any, in performing under this Agreement;

2. A program of self insurance of sufficient scope and with sufficient reserves to provide protection equivalent to the insurance described in sub-paragraph 1 above, to be approved by the County's Risk Manager.

Worksite will provide proof of the required insurance or have their self-insurance program approved by the County Risk Manager prior to allowing any CalWORKS participant to operate a motor vehicle.

D. Worksite shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Worksite, his agents, representatives or employees. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01). Worksite shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Worksite shall provide proof of such insurance to the County of Inyo.

8. STATUS OF WORKSITE.

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

A. Worksite shall determine the methods, details, and means of conducting the Program described in Attachment A;

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

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

9. DEFENSE AND INDEMNIFICATION.

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

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

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

10. RECORDS AND AUDIT.

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

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

11. NONDISCRIMINATION.

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

12. ASSIGNMENT.

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

13. DEFAULT.

If Worksite abandons this Agreement, or fails to proceed with the Agreement in a timely manner, or fails in any way as required to conduct the Program as required, County may declare Worksite in default and terminate this Agreement immediately.

14. WAIVER OF DEFAULT.

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

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph nineteen (19) (Amendment).

15. CONFIDENTIALITY.

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

16. SEVERABILITY.

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

17. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Worksite of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph nineteen (19) (Amendment).

18. TERMINATION.

Either County or Worksite may terminate this agreement, without cause or penalty, upon ten (10) days written notice served upon the other party.

19. AMENDMENT.

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

20. NOTICE.

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

County of Inyo
Health and Human Services _____ Department
P.O. Drawer A _____ Street
Independence, CA 93526 _____ City and State

Worksite
City of Bishop _____ Name
377 West Line St. _____ Street
Bishop, CA 93514 _____ City and State

21. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE

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


COUNTY OF INYO

By: _____
Dated: _____

WORKSITE

By:  _____
Signature
Jim Tatum
Print Name

Dated: 6/18/2018

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE
REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

I. Purpose of CalWORKS Program:

The CalWORKS program is designed to assist disadvantaged and low-income individuals ("CalWORKS participants") to become gainfully employed. Worksite will provide these individuals with the opportunity to obtain work skills related to their career goals and values. For some individuals, the CalWORKS work experience will translate into immediate employment.

A. The Goals of the program are to:

1. Provide basic job skills.
2. Enhance existing job skills in a position related to the participant's experience.
3. Provide a needed community service that will lead to employment.

II. State and/or Federal Codes, Statutes & Regulations.

Services provided or performed under this Agreement shall be subject to and provided or performed in accordance with all state and federal regulations, including but not limited to the following:

A. State Department of Social Services Regulations, Chapter 42-200 et seq., 42-800 et seq., 44-206 et seq., Assembly Bill (AB) 1542 (Chapter 270, Statutes of 1997);

B. Welfare and Institutions Code Section 11320.3, 11320.35, 11320.36, 11320.38, 11320.4, 11320.5;

C. 42 U.S.C. Section 682.

III. Payment Limitations.

Worksite shall not compensate CalWORKS participant placed at Worksite for any work performed for Worksite under this Agreement. However, should the CalWORKS participant be authorized to travel in the performance of his duties and functions with Worksite, Worksite shall reimburse CalWORKS participant directly for travel and per diem costs, including mileage for use of CalWORKS participant's own vehicle, at the rate Worksite reimburses its regular employees for such costs.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018 TO: June 30, 2019

SCOPE OF WORK:

IV. Description of Services.

A. Worksite shall supervise the work of CalWORKS participants that are referred by County in accordance with the job orders established and solicited by Worksite. The use of CalWORKS participants shall only supplement and may not supplant regular employees. A CalWORKS training assignment may not be created as a result of, or may not result in any of the following:

1. Displacement of current employees, including overtime currently worked by these employees.
2. The filling of positions which would otherwise be promotional opportunities for current employees, except when positions are to be filled through an open process in which recipients are provided equal opportunity to compete.
3. The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
4. The filling of established unfilled public agency positions unless the positions are unfunded in a public agency budget.
5. The filling of a position created by termination, lay off, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.
6. A strike, lockout, or other bona-fide labor dispute or violation of any existing collective bargaining agreement between employees and employers.
7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
8. The termination of a contract for services, prior to its expiration date, that results in the displacement or partial displacement of workers performing contracted services, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

9. The denial to a participant or employee of protections afforded other workers on the worksite by state and federal laws governing workplace health, safety, and representation.
10. Subdivisions (2), (4), and (7) shall not apply to unsubsidized employment placements.

B. Any complaint or claim by a Worksite employee or former Worksite employee who believes the assignment of a CalWORKS participant violates the provisions stated in A., above, shall be resolved through the Employee Displacement Grievance Process, as defined in MPP Section 42-720.4, .5, .6, and .7 and attached hereto as Attachment A1.

C. WORKSITE agrees to provide the following to County:

1. Report in a timely manner the participant's attendance and other such information on performance as may be requested by the County. Worksite understands that the participant may participate in the work activity up to a maximum of 32 hours per week.
2. Evaluate the participant's progress every 4 weeks.
3. To consider the participant for any job openings occurring at Worksite and to inform the participant of any job opportunities within the agency.
4. A participant assigned to a public agency shall be allowed to:
 - a. Participate in classified services examinations equivalent to the position he/she occupies.
 - b. Participate in all open and promotional examinations for which experience in the position or other relevant experience is qualifying under merit system rules.
5. To utilize the participant to perform duties at the training level.
6. To allow for monitoring visits by County CalWORKS Program staff with appropriate notification.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

7. To advise County CalWORKS Program staff of any problems with participant or placement.
- D. County agrees to provide the following to Worksite:
 1. To coordinate the development of CalWORKS worksites and the referral and placement of participants.
 2. To provide basic or initial resolution of worksite problems through regular monitoring.

42-720.4 Employee Displacement Grievance Process

The following grievance process shall be used to resolve the complaints of regular employees or their representatives who believe assignment of a participant to community service, work experience, on-the-job training (OJT), or any activity funded by grant-based OJT training violates any of the displacement provisions contained in Section 42-720.1, as applicable. All displacement complaints shall be in written form and shall include the full name, address (if any), and telephone number (if any) of the alleged displaced employee, the full name and address of the employer against whom the complaint is being filed, a clear and concise statement of facts concerning the alleged displacement, including pertinent dates, and a statement that the complaint has been signed under penalty of perjury.

.41 Informal Resolution

- .411 Upon receipt of a written complaint by the employee or employee's representative, the CWD shall contact both the complainant and affected employer and attempt to formally resolve the complaint.
- .412 The period for informal resolution shall begin on the date the complaint is received by the CWD and shall not exceed ten calendar days.
 - (a) Nothing in this section shall prohibit informal resolution of the complaint at any time during the displacement grievance process.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018 TO: June 30, 2019

SCOPE OF WORK:

- .413 Following its efforts to informally resolve the complaint, the CWD shall send a letter informing the complainant of the following:
- (a) The employer's response to the complaint, including any actions the employer is willing to take toward informal resolution.
 - (b) The right to request a formal hearing as specified in Section 42-720.421 if the complainant is dissatisfied with the employer's informal response.
 - (c) The procedures for filing a formal hearing including the address to which a request for hearing should be sent.
 - (d) The time limit for filing a request for formal hearing as specified in Section 42-720.421(a).
- .414 The CWD shall send the letter required by Section 42-720.413 no later than the twentieth (20th) calendar day from the date the complaint was received by the CWD.
- (a) Copies of the letter shall be sent to the affected employer.

.42 Formal Hearing.

- .421 If the complaint cannot be informally resolved, the complainant may request a formal hearing.
- (a) A written request for formal hearing must be filed no later than ten calendar days following the employee's receipt of the letter required by Section 42-720.413.
 - (a) (1) The date postmarked on the hearing request shall be considered the date of its filing.
- .422 Formal hearings shall be conducted by the California Department of Social Services (CDSS), State Hearings Division.
- .423 The CDSS, Office of the Chief Administrative Law Judge shall inform the complainant, the CWD, and affected employer in writing of the date, time and location of the hearing and of

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

the opportunity to present evidence, bring witnesses, cross-examine witnesses, and bring or send an authorized representative.

- (a) An authorized representative is defined as an individual or organization that has been authorized by the complainant or affected employer to act on behalf of the complainant or affected employer in any and all aspects of the formal hearing. An authorized representative may include legal counsel, a relative, friend, or other spokesperson.
- (b) Upon the request of any party to the complaint, a hearing may be postponed prior to the hearing or at the hearing, if such request or postponement is for good cause. The Department shall have the authority to request verification to support the request for postponement. Notwithstanding the provisions of this section the time limits contained in Section 42-720.425 shall apply. The criteria for good cause includes, but is not limited to, the following:
 - (1) Death in the family.
 - (2) Personal illness or injury.
 - (3) Sudden and unexpected emergencies which prevent the complainant or the employer or their respective authorized representatives from appearing.
 - (4) A conflicting court appearance, which cannot be postponed.
- (c) A party who wishes to submit a document into evidence must provide a copy of it, free of charge, to the other party.
- (d) The Administrative Law Judge may not discuss the merits of a pending state hearing with one party outside the presence of the other party.

.424 Except as specified in this section, the following provisions of MPP, Division 22 shall apply to formal hearings:

- (a) Except as specified below, Section 22-049 relating to general rules and procedures at the hearing.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

- (1) Notwithstanding the provisions of Section 22-049.1, both the complainant and affected employer may bring or send an authorized representative.
 - (2) To the extent that Section 22-049.11 refers to rehearings, it shall not apply.
 - (3) Section 22-049.52 and 22-049.532, and any references to Section 22-049.532, shall not apply.
 - (4) Sections 22-049.8 and 22-049.9 shall not apply.
 - (5) To the extent the provisions of Section 22-049 apply to formal hearings, all references to "claimant" and "county" shall be deemed to refer to complainant and "affected employer," respectively.
- (b) Section 22-050 relating to evidence.
- (a)(1) Requirement at Section 22-050.21 shall not apply.
- (c) Section 22-053 relating to postponements and continuances for additional evidence.
- (c)(1) Notwithstanding the time parameters identified in Section 22-053.2, the time limit set forth in Section 42-720.425 shall apply.
- (d) Section 22-061.1, .3, and .4 relating to submission and adoption of proposed decisions.
- (e) Section 22-062 relating to action by the Director.
- (a)(1) Notwithstanding the time limits for director action specified in Section 22-062.2, requirements for issuance of a hearing decision at Section 42-720.425 shall apply.
- .425 A written hearing decision shall be issued within 90 calendar days of the date the complaint was received by the CDSS State Hearings Division.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND City of Bishop
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018 TO: June 30, 2019

SCOPE OF WORK:

- .426 Copies of the written decision shall be sent to all affected parties. The decision shall include:
- (a) A statement identifying the right to federal appeal of the hearing decision as specified in Section 42-720.5.
- .427 When a hearing decision upholds the displacement complaint, the decisions shall:
- (a) Require termination of the assignment, which brought about the complaint and any other assignments, which have caused the displacement of regular employees.
 - (b) Identify those actions, which shall be taken to remedy the displacement in accordance with Section 42-720.6.
- .35 Federal Appeal
- .351 To the extent federal appeal is available, any dissatisfied party may appeal the formal hearing decision to the United States Department of Labor. Parties to the hearing should be directed to their local CWD for further information regarding the availability of any federal appeals process.
- .6 Remedies
- .61 Remedies for displaced employees shall include reinstatement, back pay, and/or back benefits from the affected employer.
- .7 Union Grievance
- .71 Any grievance procedure that is part of a collective bargaining agreement between the employer and labor union representing the dissatisfied employee shall be used in lieu of the process described in Section 42-720.42.

Authority Cited: Sections 10553, 10554, and 10604, Welfare and Institutions Code.

Reference: Sections 11324.5 and 11324.6, and 11324.7.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **August 14, 2018**

SUBJECT: Request ratification and approval of the contract with the Eastern Sierra Tri-County Fairgrounds to be a CalWORKs Program Worksite.

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve the contract between the County of Inyo and the Eastern Sierra Tri-County Fairgrounds to be a CalWORKs Program Worksite for the period of July 1, 2018 through June 30, 2019 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract will allow the Department to utilize the Eastern Sierra Tri-County Fairgrounds as a CalWORKs worksite.

The CalWORKs program is designed to assist disadvantaged and low-income individuals to become gainfully employed. The program provides cash grants and welfare-to-work (WTW) services to low-income families with children and requires participants to complete a set number of activity hours. Worksites provide these individuals with the opportunity to meet the required activity hours as well as the opportunity to obtain work skills related to their career goals. For some individuals, the CalWORKs work experience will translate into immediate employment.

The worksite supervises the work of the CalWORKs participant in accordance with the job orders established and solicited by the worksite.

The Department is respectfully requesting that the contract be ratified and approved.

ALTERNATIVES:

Your Board could opt to not approve the Contract with the Eastern Sierra Tri-County Fairgrounds, which would limit the available worksites our clients have access to, which could impact our work participant rate (WPR) which gets reported to the State on a monthly basis.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

No funding is associated with this agreement.

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>7/13/18</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>7/13/2018</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>7/18/18</u>

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



Date: 7/18/18

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE

INTRODUCTION

This Agreement is entered into this 1st day of July 2018, by and between the County of Inyo, hereinafter referred to as "County", and Eastern Sierra Tri-County Fair Grounds, hereinafter referred to as "Worksite".

WHEREAS, County is authorized to enter into this Agreement under the authority of the California statutes of 1997 [Assembly Bill 1542] which establishes the California Work Opportunity and Responsibility to Kids (CalWORKS) Program; and

WHEREAS, County desires to extend certain services to residents of the County of Inyo by contracting with Worksite; and,

WHEREAS, Worksite is prepared to provide such services on the terms and conditions set forth in the Agreement and the Attachments, which are part of this Agreement.

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Worksite will furnish, provide, and conduct the service, event, or activity (hereinafter referred to as "Program") which is described in Attachment A, attached hereto and by reference incorporated herein.

The Worksite will furnish, provide, and conduct such Program, in the manner and by the means set forth in Attachment A, and consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement, including any Attachments hereto.

2. TERM.

The term of this Agreement shall be from July 01, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. There will be no monetary compensation paid by County to Worksite, or paid by Worksite to County, pursuant to this Agreement. The consideration to Worksite under this Agreement is the non-compensated voluntary labor received from the CalWORKS participants placed at Worksite. The consideration to County is Worksite's furnishing, providing, and conducting the Program, which is described in Attachment A.

B. No Additional Consideration. Worksite shall not be entitled to, nor receive, from County, any other compensation, consideration, salary, wages, or other type of remuneration for services rendered under this Agreement.

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Worksite to conduct the Program described in this Agreement must be procured by Worksite and be valid at the time Worksite enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Worksite 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 license, professional licenses or certificates, and business licenses.

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

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Worksite shall provide such office space, supplies, equipment, vehicles, reference materials, and other miscellaneous services as is necessary for Worksite to conduct the Program identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Worksite for any expense or cost incurred by Worksite in procuring or maintaining such items.

6. WORKERS' COMPENSATION.

The State of California Department of Social Services shall provide Workers' Compensation coverage for CalWORKS participants placed at Worksite pursuant to this Agreement. Worksite will promptly notify the County's CalWORKS Program Director of any CalWORKS participant who is injured while performing under this Agreement.

7. OPERATION OF A MOTOR VEHICLE.

A. Conditions to Operate a Motor Vehicle. Worksite may authorize or permit a CalWORKS participant placed with Worksite under the provisions of this Agreement to operate a motor vehicle in connection with participant's duties with Worksite. Any such operation of a vehicle by CalWORKS participant shall be the sole responsibility of Worksite. Any CalWORKS participant authorized by Worksite to operate a motor vehicle in the course of their participating with Worksite under this Agreement must possess a valid California Drivers License, of the proper class, and shall have completed an appropriate driver's training course equivalent to that which is required, or provided, by Worksite for its other regular employees.

B. Defense and Indemnification. If Worksite allows or permits a CalWORKS participant to operate a motor vehicle in the course of participating with Worksite under this Agreement, Worksite shall, at its own expense, provide legal defense and indemnification for such CalWORKS participant and County with respect to any claims, damages, losses, judgments, liabilities, expenses or other costs, including litigation costs and attorney's fees, arising out of, or resulting from, or in connection with, the CalWORKS participant's operation of a motor vehicle.

C. Insurance. If Worksite allows or permits a CalWORKS participant to operate or utilize a motor vehicle in connection with any of the work or services of the Program described in Attachment A, Worksite shall either:

1. Maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with a minimum coverage level of \$1,000,000 per occurrence, combined single limit for bodily injury liability, property damage liability, which shall include all Worksite owned vehicles and all hired or non-owned

vehicles used by Worksite, its agents, officers, employees or volunteers, if any, in performing under this Agreement;

2. A program of self insurance of sufficient scope and with sufficient reserves to provide protection equivalent to the insurance described in sub-paragraph 1 above, to be approved by the County's Risk Manager.

Worksite will provide proof of the required insurance or have their self-insurance program approved by the County Risk Manager prior to allowing any CalWORKS participant to operate a motor vehicle.

D. Worksite shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Worksite, his agents, representatives or employees. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01). Worksite shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Worksite shall provide proof of such insurance to the County of Inyo.

8. STATUS OF WORKSITE.

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

A. Worksite shall determine the methods, details, and means of conducting the Program described in Attachment A;

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

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

9. DEFENSE AND INDEMNIFICATION.

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

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

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

10. RECORDS AND AUDIT.

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

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

11. NONDISCRIMINATION.

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

12. ASSIGNMENT.

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

13. DEFAULT.

If Worksite abandons this Agreement, or fails to proceed with the Agreement in a timely manner, or fails in any way as required to conduct the Program as required, County may declare Worksite in default and terminate this Agreement immediately.

14. WAIVER OF DEFAULT.

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

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph nineteen (19) (Amendment).

15. CONFIDENTIALITY.

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

16. SEVERABILITY.

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

17. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Worksite of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph nineteen (19) (Amendment).

18. TERMINATION.

Either County or Worksite may terminate this agreement, without cause or penalty, upon ten (10) days written notice served upon the other party.

19. AMENDMENT.

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

20. NOTICE.

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

County of Inyo
Health and Human Services _____ Department
P.O. Drawer A _____ Street
Independence, CA 93526 _____ City and State

Worksite
Eastern Sierra Tri-Cnty Fair Grounds _____ Name
1234 Sierra Street _____ Street
Bishop, CA 93514 _____ City and State

21. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE**

30 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF June, 2018.

COUNTY OF INYO

By: _____

Dated: _____

WORKSITE

By:  _____

Signature
Suzie Wolferberger
Print Name


Dated: 6/30/18 _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE
REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

I. Purpose of CalWORKS Program:

The CalWORKS program is designed to assist disadvantaged and low-income individuals ("CalWORKS participants") to become gainfully employed. Worksite will provide these individuals with the opportunity to obtain work skills related to their career goals and values. For some individuals, the CalWORKS work experience will translate into immediate employment.

A. The Goals of the program are to:

1. Provide basic job skills.
2. Enhance existing job skills in a position related to the participant's experience.
3. Provide a needed community service that will lead to employment.

II. State and/or Federal Codes, Statutes & Regulations:

Services provided or performed under this Agreement shall be subject to and provided or performed in accordance with all state and federal regulations, including but not limited to the following:

A. State Department of Social Services Regulations, Chapter 42-200 et seq., 42-800 et seq., 44-206 et seq., Assembly Bill (AB) 1542 (Chapter 270, Statutes of 1997);

B. Welfare and Institutions Code Section 11320.3, 11320.35, 11320.36, 11320.38, 11320.4, 11320.5;

C. 42 U.S.C. Section 682.

III. Payment Limitations:

Worksite shall not compensate CalWORKS participant placed at Worksite for any work performed for Worksite under this Agreement. However, should the CalWORKS participant be authorized to travel in the performance of his duties and functions with Worksite, Worksite shall reimburse CalWORKS participant directly for travel and per diem costs, including mileage for use of CalWORKS participant's own vehicle, at the rate Worksite reimburses its regular employees for such costs.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

IV. Description of Services.

A. Worksite shall supervise the work of CalWORKS participants that are referred by County in accordance with the job orders established and solicited by Worksite. The use of CalWORKS participants shall only supplement and may not supplant regular employees. A CalWORKS training assignment may not be created as a result of, or may not result in any of the following:

1. Displacement of current employees, including overtime currently worked by these employees.
2. The filling of positions which would otherwise be promotional opportunities for current employees, except when positions are to be filled through an open process in which recipients are provided equal opportunity to compete.
3. The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
4. The filling of established unfilled public agency positions unless the positions are unfunded in a public agency budget.
5. The filling of a position created by termination, lay off, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.
6. A strike, lockout, or other bona-fide labor dispute or violation of any existing collective bargaining agreement between employees and employers.
7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
8. The termination of a contract for services, prior to its expiration date, that results in the displacement or partial displacement of workers performing contracted services, caused by the employer's intent to fill the position with a subsidized position pursuant to this article.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

9. The denial to a participant or employee of protections afforded other workers on the worksite by state and federal laws governing workplace health, safety, and representation.
10. Subdivisions (2), (4), and (7) shall not apply to unsubsidized employment placements.

B. Any complaint or claim by a Worksite employee or former Worksite employee who believes the assignment of a CalWORKS participant violates the provisions stated in A., above, shall be resolved through the Employee Displacement Grievance Process, as defined in MPP Section 42-720.4, .5, .6, and .7 and attached hereto as Attachment A1.

C. WORKSITE agrees to provide the following to County:

1. Report in a timely manner the participant's attendance and other such information on performance as may be requested by the County. Worksite understands that the participant may participate in the work activity up to a maximum of 32 hours per week.
2. Evaluate the participant's progress every 4 weeks.
3. To consider the participant for any job openings occurring at Worksite and to inform the participant of any job opportunities within the agency.
4. A participant assigned to a public agency shall be allowed to:
 - a. Participate in classified services examinations equivalent to the position he/she occupies.
 - b. Participate in all open and promotional examinations for which experience in the position or other relevant experience is qualifying under merit system rules.
5. To utilize the participant to perform duties at the training level.
6. To allow for monitoring visits by County CalWORKS Program staff with appropriate notification.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018 **TO:** June 30, 2019

SCOPE OF WORK:

- 7. To advise County CalWORKS Program staff of any problems with participant or placement.
- D. County agrees to provide the following to Worksite:
 - 1. To coordinate the development of CalWORKS worksites and the referral and placement of participants.
 - 2. To provide basic or initial resolution of worksite problems through regular monitoring.

42-720.4 Employee Displacement Grievance Process

The following grievance process shall be used to resolve the complaints of regular employees or their representatives who believe assignment of a participant to community service, work experience, on-the-job training (OJT), or any activity funded by grant-based OJT training violates any of the displacement provisions contained in Section 42-720.1, as applicable. All displacement complaints shall be in written form and shall include the full name, address (if any), and telephone number (if any) of the alleged displaced employee, the full name and address of the employer against whom the complaint is being filed, a clear and concise statement of facts concerning the alleged displacement, including pertinent dates, and a statement that the complaint has been signed under penalty of perjury.

.41 Informal Resolution

- .411 Upon receipt of a written complaint by the employee or employee's representative, the CWD shall contact both the complainant and affected employer and attempt to formally resolve the complaint.
- .412 The period for informal resolution shall begin on the date the complaint is received by the CWD and shall not exceed ten calendar days.
 - (a) Nothing in this section shall prohibit informal resolution of the complaint at any time during the displacement grievance process.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

.413 Following its efforts to informally resolve the complaint, the CWD shall send a letter informing the complainant of the following:

- (a) The employer's response to the complaint, including any actions the employer is willing to take toward informal resolution.
- (b) The right to request a formal hearing as specified in Section 42-720.421 if the complainant is dissatisfied with the employer's informal response.
- (c) The procedures for filing a formal hearing including the address to which a request for hearing should be sent.
- (d) The time limit for filing a request for formal hearing as specified in Section 42-720.421(a).

.414 The CWD shall send the letter required by Section 42-720.413 no later than the twentieth (20th) calendar day from the date the complaint was received by the CWD.

- (a) Copies of the letter shall be sent to the affected employer.

.42 Formal Hearing.

.421 If the complaint cannot be informally resolved, the complainant may request a formal hearing.

- (a) A written request for formal hearing must be filed no later than ten calendar days following the employee's receipt of the letter required by Section 42-720.413.

(a) (1) The date postmarked on the hearing request shall be considered the date of its filing.

.422 Formal hearings shall be conducted by the California Department of Social Services (CDSS), State Hearings Division.

.423 The CDSS, Office of the Chief Administrative Law Judge shall inform the complainant, the CWD, and affected employer in writing of the date, time and location of the hearing and of

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE**

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

the opportunity to present evidence, bring witnesses, cross-examine witnesses, and bring or send an authorized representative.

- (a) An authorized representative is defined as an individual or organization that has been authorized by the complainant or affected employer to act on behalf of the complainant or affected employer in any and all aspects of the formal hearing. An authorized representative may include legal counsel, a relative, friend, or other spokesperson.
- (b) Upon the request of any party to the complaint, a hearing may be postponed prior to the hearing or at the hearing, if such request or postponement is for good cause. The Department shall have the authority to request verification to support the request for postponement. Notwithstanding the provisions of this section the time limits contained in Section 42-720.425 shall apply. The criteria for good cause includes, but is not limited to, the following:
 - (1) Death in the family.
 - (2) Personal illness or injury.
 - (3) Sudden and unexpected emergencies which prevent the complainant or the employer or their respective authorized representatives from appearing.
 - (4) A conflicting court appearance, which cannot be postponed.
- (c) A party who wishes to submit a document into evidence must provide a copy of it, free of charge, to the other party.
- (d) The Administrative Law Judge may not discuss the merits of a pending state hearing with one party outside the presence of the other party.

.424 Except as specified in this section, the following provisions of MPP, Division 22 shall apply to formal hearings:

- (a) Except as specified below, Section 22-049 relating to general rules and procedures at the hearing.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

- (1) Notwithstanding the provisions of Section 22-049.1, both the complainant and affected employer may bring or send an authorized representative.
 - (2) To the extent that Section 22-049.11 refers to rehearings, it shall not apply.
 - (3) Section 22-049.52 and 22-049.532, and any references to Section 22-049.532, shall not apply.
 - (4) Sections 22-049.8 and 22-049.9 shall not apply.
 - (5) To the extent the provisions of Section 22-049 apply to formal hearings, all references to "claimant" and "county" shall be deemed to refer to complainant and "affected employer," respectively.
- (b) Section 22-050 relating to evidence.
- (a)(1) Requirement at Section 22-050.21 shall not apply.
- (c) Section 22-053 relating to postponements and continuances for additional evidence.
- (c)(1) Notwithstanding the time parameters identified in Section 22-053.2, the time limit set forth in Section 42-720.425 shall apply.
- (d) Section 22-061.1, .3, and .4 relating to submission and adoption of proposed decisions.
- (e) Section 22-062 relating to action by the Director.
- (a)(1) Notwithstanding the time limits for director action specified in Section 22-062.2, requirements for issuance of a hearing decision at Section 42-720.425 shall apply.
- .425 A written hearing decision shall be issued within 90 calendar days of the date the complaint was received by the CDSS State Hearings Division.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Tri-County Fair Grounds
FOR CalWORKS PROGRAM WORKSITE

TERM:

FROM: July 01, 2018

TO: June 30, 2019

SCOPE OF WORK:

.426 Copies of the written decision shall be sent to all affected parties. The decision shall include:

(a) A statement identifying the right to federal appeal of the hearing decision as specified in Section 42-720.5.

.427 When a hearing decision upholds the displacement complaint, the decisions shall:

(a) Require termination of the assignment, which brought about the complaint and any other assignments, which have caused the displacement of regular employees.

(b) Identify those actions, which shall be taken to remedy the displacement in accordance with Section 42-720.6.

.35 Federal Appeal

.351 To the extent federal appeal is available, any dissatisfied party may appeal the formal hearing decision to the United States Department of Labor. Parties to the hearing should be directed to their local CWD for further information regarding the availability of any federal appeals process.

.6 Remedies

.61 Remedies for displaced employees shall include reinstatement, back pay, and/or back benefits from the affected employer.

.7 Union Grievance

.71 Any grievance procedure that is part of a collective bargaining agreement between the employer and labor union representing the dissatisfied employee shall be used in lieu of the process described in Section 42-720.42.

Authority Cited: Sections 10553, 10554, and 10604, Welfare and Institutions Code.

Reference: Sections 11324.5 and 11324.6, and 11324.7.



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: Probation Department (Adult and Juvenile Divisions)

FOR THE BOARD MEETING OF: August 14, 2018

SUBJECT: Award and ratify Contract for Urine Sample Collection Devices and Laboratory Services to Redwood Toxicology Laboratory, Inc.

DEPARTMENTAL RECOMMENDATION: Request your Board to 1) Declare Redwood Toxicology Laboratory, Inc. of Santa Rosa, California as the sole source provider; 2) award and ratify the contract for the provision of urine sample collection devices (supplies) and laboratory services to Redwood Toxicology Laboratory, Inc. of Santa Rosa, California in an amount not to exceed \$100,000, for the period of July 1, 2018 to June 30, 2020, with an option to renew a third and fourth year, contingent on the adoption of future fiscal year budgets and 3) authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Probation Department has been using the services of Redwood Toxicology Laboratory, Inc. since October 2014 to provide urine sample collection devices and laboratory services.

Drug and alcohol testing specifically supports the State's and Probation Department's goals of improving services and reducing recidivism through the implementation of evidence-based programs and improving local probation supervision practices and capacities. Since implementation of Redwood Toxicology Laboratory, Inc. in October of 2014, probation has conducted in excess of eight thousand drug and alcohol tests. This number includes testing supplies that we provide to the Inyo County Sheriff's Department and Bishop Police Department. Inyo County Drug Court also uses Redwood Toxicology Laboratory, Inc. under its own contract; therefore, it is important to remain consistent in the use of the same laboratories for the Probation Department and Drug Court shared clients. Being required to change laboratories would prove significantly disruptive to the Probation Department's drug and alcohol testing program.

Please note that this Agenda Request Form addresses awarding the contract to provide supplies and services to the Probation Department only.

Therefore, we are recommending to the Board that the contract be awarded to Redwood Toxicology Laboratory, Inc. for an amount not to exceed \$100,000 for a contract period beginning July 1, 2018 to June 30, 2020, with an option to renew a 3rd and 4th year.




Monies have been budgeted in both the Probation – General (023000) and Juvenile Institutions Budgets (023100) for this fiscal year (2018-19). It is extremely difficult to budget monies for the entire year and as we have done in the past, at mid-year and 3rd quarter budget reviews, we adjust

object codes (5311 and 5265) within the Budgets accordingly. Also, we have historically budgeted in the Probation – General Budget (023000) and continue to do so for this fiscal year, revenue from SB678 monies to cover most of the costs for supplies and services in combination with General Fund monies. On a quarterly basis, SB678 monies are reimbursed to the Probation – General Budget. No SB678 monies are budgeted within the Juvenile Institutions Budget (023100) as the YOBG Grant covers reimbursement for most urine analysis testing supplies and laboratory services.

ALTERNATIVES: Reject the request to sole source with Redwood Toxicology Laboratory, Inc. and direct the Probation Department to submit another request for proposal from another service provider is not recommended as many laboratory vendors will not do testing on a sample collected in a device supplied by a different and/or “unknown” vendor. In addition, this will disrupt all of our urine analysis testing and require this Department to come back to your Board to authorize an expenditure of more than \$10,000 with a new provider of laboratory services.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Monies have been budgeted in both the Probation – General (023000) Budget and Juvenile Institutions Budget (023100) for supply expenditures General Operating Object Code 5311 and laboratory testing expenditures Professional Services Object Code 5265. At mid-year and 3rd quarter budget reviews, we will adjust object codes (5311 and 5265) within the Budgets accordingly.

<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>yc</u> Date <u>7/25/18</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>ys</u> Date <u>8/1/18</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>J</u> Date <u>8/7/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 8/7/18
(Not to be signed until all approvals are received)

Attachment: Portions of Contract #117
Sole Source Justification Form

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the urine analysis supplies and laboratory services of Redwood Toxicology Laboratory of Santa Rosa, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The initial term of this Agreement shall be July 1, 2018 to June 30, 2020, unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2020 through June 30, 2021.
- b. From July 1, 2021 through June 30, 2022

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

The options to extend the term of the Agreement for the periods identified above may be exercised in the manner and on the terms and conditions below:

* Terms and Conditions to Exercise Option Year(s):

- a. Neither Contractor nor County has terminated or cancelled this Agreement for any reason.
- b. Neither Contractor nor County is in default on any term or condition of this Agreement.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to JEFFREY THOMSON, or his designee, whose title is: Chief Probation Officer. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Hundred Thousand and No/100 (\$100,000.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on

such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
Probation Department
P.O. Box 7 Address
Independence, CA 93526 City and State

Contractor:

Redwood Toxicology Lab, Inc. Name
P.O. Box 14327 Address
Santa Rosa, CA 95403 City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN THE COUNTY OF INYO
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By:  _____
Signature

Type or Print Name

Cindy Horton _____
Type or Print Name


Dated: _____

Dated: 7/31/2018 _____

APPROVED AS TO FORM AND LEGALITY:

 _____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

 _____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 _____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

 _____
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

TERM:

FROM: JULY 1, 2018 TO JUNE 30, 2020

SCOPE OF WORK:

Redwood Toxicology Laboratory, Inc. (RTL)

TEST RESULTS: Use of on-line **ToxAccess** = total digital data collection // standard urine and oral fluids panels, negative results are reported within 24 hours after receipt. Confirmation of positive results will be available within 24 hours to 48 hours after initial screen. Total turnaround time for positive results of standard urine and oral fluids is up to 72 hours from receipt of specimen at laboratory. // Reporting of Synthetic Cannabinoids or Designer Stimulants, EtG/EtS, and Steroids, results reported within 72 hours after receipt of the specimen in the laboratory. // Includes Random Testing Program.

STORAGE: Storage of positive for drug(s) and/or metabolites in a secure warehouse for a period of not less than 3 months. Negative specimens will be stored for 2 days. Chain of custody records, documentation and analytical records are maintained in secured storage for a period of not less than 3 years.

PICK UP SCHEDULE: Collected urine samples can be picked up on whatever schedule Inyo County sets, for example, daily, 3 times/week, etc. and RTL is to provide service through United Parcel Service (UPS), Federal Express, or some other overnight delivery service.

LOCATION FOR DELIVERY OF SUPPLIES (DEVICES AND SHIPPING SUPPLIES):

- Inyo County Probation Department, 918 N. Main Street, Bishop, CA 93514
- RTL is to provide shipping supplies (urine specimen collection containers; specimen baggies with absorbent material; preprinted Chain of Custody forms/labels and security seals; prepaid FedEx or UPS lab packs or pre-paid U. S. mailer boxes) for the overnight delivery service.

LOCATIONS FOR PICK UP OF URINE SAMPLES:

- Inyo County Probation Department, 918 N. Main Street, Bishop, CA 93514
- Inyo County Juvenile Center, 201 Mazourka Canyon Road, Independence, CA 93526

TRAINING: Training for how to use testing devices, chain of custody, etc. is available a number of different ways: on-line, webinar, and on-site training at RTL.

WITNESS TESTIMONY: provide written affidavit or telephone testimony. If necessary at a cost to Inyo County, may provide expert witness testimony in Court.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

TERM:

FROM: JULY 1, 2018 TO JUNE 30, 2020

SCHEDULE OF FEES:

Redwood Toxicology Laboratory, Inc. (RTL)

TESTING DEVICES:

- RediTest Panel Dip (8 drug) \$2.14 per one (1) unit.
Price per case containing 25 devices in each box \$53.50
- iCup A.D. (8-Drug) \$2.88 per one (1) unit.
Price per case containing 25 devices in each box \$72.00
- EZ Cup II (8-Drug) \$2.88 per one (1) unit.
Price per case containing 25 devices in each box \$72.00
- iScreen Oral Fluids Device (6-Drug) \$5.93 per one (1) unit.
Price per case containing 25 devices in each box \$148.25
- Any new available testing products at current pricing.

SHIPPING (DELIVERY AND PICK UP):

- *No cost for shipping supplies (devices) to Inyo County.*
- *Cost of \$7.00 for each bag shipped to RTL, if package includes less than five (5) samples.*
- *No charge if package includes five (5) or more samples.*
- *RTL to provide all shipping supplies (urine specimen collection containers; specimen baggies with absorbent material; preprinted Chain of Custody forms/labels and security seals; prepaid FedEx or UPS lab packs or pre-paid U. S. mailer boxes) for the shipment of urine samples to RTL's laboratory.*

COST OF LABORATORY SERVICES: Costs vary depending on requests, please see the attached pricing list.

WITNESS TESTIMONY:

- *cost for Expert Witnesses (\$350/day, daily meal per diem and hotel not to exceed County or State rates, and any other related travel expenses)*
- *written affidavit or telephonic testimony = no charge*

USE OF ON-LINE SERVICES FOR RESULTS OF LABORATORY TESTS: Use of on-line **ToxAccess** (total digital data collection), includes Random Testing Program, *no charge*.

TRAINING:

- *On line training for how to use testing devices, chain of custody, etc. is available a number of different ways: on-line, webinar, on-site training at RTL, no charge.*

County of Inyo Modified Contract
Redwood Toxicology Laboratory, Inc.

Pricing Schedule
Inyo County Probation Effective July 1, 2018 - June 30, 2020
INFORMATION CONFIDENTIAL

Section I: Laboratory Drug & Alcohol Testing Services - Urine

Items highlighted in Green represent the laboratory tests requested in the original Request for Proposals

Urine Lab Tests - Standard Drugs

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
		One Drug Standard Lab Panel (Price per drug when added to a standard lab panel. *This does not include GC/MS confirmation.) <i>Standard drugs include: Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Ecstasy (MDMA), Marijuana (THC), Methadone, Opiates, PCP, Propoxyphene.</i>	
Varies	1	One Drug Standard Lab Panel (Standalone Test)	\$ 1.05
Varies	1	One Drug Standard Lab Panel (Standalone Test)	\$ 3.15
Varies	4	Four Drug Standard Lab Panel	\$ 4.46
Varies	5	Five Drug Standard Lab Panel	\$ 4.99
Varies	6	Six Drug Standard Lab Panel	\$ 5.15
Varies	7	Seven Drug Standard Lab Panel	\$ 5.25
Varies	8	Eight Drug Standard Lab Panel	\$ 5.78
Varies	9	Nine Drug Standard Lab Panel	\$ 6.30
Varies	10	Ten Drug Standard Lab Panel	\$ 6.56
H58/H59	11	Eleven Drug Standard Lab Panel with Oxycodone	\$ 6.83
5XXX Code	1	GC/MS or LC/MS/MS Confirmation - cost per drug	\$ 13.13
P69	1	Adulteration	\$ 1.31
069	1	Creatinine Level	\$ 0.05
330	1	pH - Adulterant Check	\$ 1.31
331	1	Specific Gravity - Adulterant Check	\$ 1.31

Urine Lab Tests - Specialty Drugs

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
N/A		EtG as an add-on to Panel (EIA Screen-Only)	\$ 2.31
049 or 050	1	Ethyl Glucuronide (EtG) - (EIA Screen-Only)	\$ 5.78
646 or 647	1	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Screened by EIA and confirmed by LC/MS/MS	\$ 13.13
		Oxy as an add-on to Panel - (EIA Screen-Only)	\$ 1.16
098	1	Oxycodone (Screen Only) <i>Note: The Standard Lab Test will also pick up Oxycodone under the Opiates class, but at a higher cut-off level.</i>	\$ 5.78
5098	1	Oxycodone (LC/MS/MS Confirmation Only)	\$ 14.44
092	1	Buprenorphine (BUP) (EIA Screen-Only)	\$ 5.78
5292	1	Buprenorphine (BUP) (GC/MS Confirmation Only)	\$ 14.44
091	1	Tramadol - (EIA Screen-Only)	\$ 10.50
5212	1	Tramadol - (LC-MSMS Confirmation Only)	\$ 36.75
6473	19	Synthetic Marijuana (K2/Spice)- Screened by EIA and confirmed by LC/MS/MS	\$ 20.79
8474	30	Premium Synthetic Marijuana (K2/Spice) - (LC/MS/MS Test)	\$ 51.98
P80	21	Designer Stimulants (Bath Salts) - Expanded Panel	\$ 34.65
P81	3	Designer Stimulants (Bath Salts) - Short Panel (MDPV, Mephedrone, Methylone)	\$ 20.79
094	1	Heroin metabolite (6-MAM) (EIA Screen-Only)	\$ 4.04
5094	1	Heroin metabolite (6-MAM) (Confirmation Only)	\$ 14.44
5271	1	SOMA (GC/MS Test)	\$ 9.24
3243	1	Dextromethorphan (DXM) - (ELISA Screen Only)	\$ 9.24
5501	1	Ketamine (GC/MS Test)	\$ 17.33
5504	1	Fentanyl (GC/MS Test)	\$ 46.20
5503	1	GHB (GC/MS Test)	\$ 57.75
1163	1	LSD (ELISA Screen Only)	\$ 17.33
P40	Multi	Comprehensive Panel (GC/MS Confirmation for additional fee of \$20.00 per drug)	\$ 57.75
1273	1	Cotinine (Nicotine metabolite) - (Screen Only)	\$ 5.78
5550	Multi	Steroid Testing	\$ 75.08
5210	1	Ambien (Zolpidem) - (LC/MS/MS Test)	\$ 28.88
5560	1	Gabapentin	\$ 94.50
5960	1	Kratom	\$ 78.75

Single-drug tests are available as a stand-alone or may be added-on test to an existing standard panel. Testing preference will be determined at time of account set-up.

Initial screening of RTL's standard laboratory tests is performed by enzyme immunoassay (EIA). Confirmation is performed by a secondary method, including; gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS), depending on drug class. GC/MS confirmation on all positives is available upon request for an additional fee.

Pricing Schedule
Inyo County Probation Effective July 1, 2018 - June 30, 2020
INFORMATION CONFIDENTIAL

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids

Oral Fluid Lab Tests

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
2101001	N/A	RTL-Oral Collection Device	\$ 2.31
Varies	1	Buprenorphine - add to a screen only panel	\$ 1.16
Varies	1	Buprenorphine - add to an automatic confirmation panel	\$ 1.73
F25	N/A	Synthetic Cannabinoids	\$ 20.79
Varies	1	RTL-Oral GC/MS Confirmation cost per drug	\$ 14.44
Varies	6	RTL-Oral Standard 6 (Screen Only)	\$ 6.93
Varies	7	RTL-Oral Standard 7 (Screen Only)	\$ 8.09
Varies	8	RTL-Oral Standard 8 (Screen Only)	\$ 9.24
Varies	9	RTL-Oral Standard 9 (Screen Only)	\$ 10.40
Varies	10	RTL-Oral Standard 10 (Screen Only)	\$ 11.55
Varies	11	RTL-Oral Standard 11 (Screen Only)	\$ 12.71
Varies	6	RTL-Oral Standard 6 (Automatic Confirmation)	\$ 13.86
Varies	7	RTL-Oral Standard 7 (Automatic Confirmation)	\$ 15.02
Varies	8	RTL-Oral Standard 8 (Automatic Confirmation)	\$ 16.17
Varies	9	RTL-Oral Standard 9 (Automatic Confirmation)	\$ 17.33
Varies	10	RTL-Oral Standard 10 (Automatic Confirmation)	\$ 18.48
Varies	11	RTL-Oral Standard 11 (Automatic Confirmation)	\$ 19.64

Standard drugs include: Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methamphetamines, Opiates, Oxycodone, PCP.

Collection & Shipping Supplies

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: Depending on the agency's needs, RTL can supply any of the following collection containers: 60 mL or 90mL bottles with lids and built-in temperature strips.
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Destination Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar (\$7.00) charge per shipment.

Pricing Schedule
Inyo County Probation Effective July 1, 2018 - June 30, 2020
RFP For Drug Testing Services and Supplies

Section III: On-Site Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0018	1	PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)	\$0.33	\$8.25
01 102 0019	1	PANEL DIP 01 BARBITURATES 300 (BAR)	\$0.33	\$8.25
01 102 0022	1	PANEL DIP 01 BENZODIAZEPINES 300 (BZO)	\$0.33	\$8.25
01 102 0189	1	PANEL DIP 01 COCAINE 150 (COC 150)	\$0.33	\$8.25
01 102 0001	1	PANEL DIP 01 COCAINE 300 (COC 300)	\$0.33	\$8.25
01 102 0036	1	PANEL DIP 01 ECSTASY 500 (MDMA)	\$0.33	\$8.25
01 102 0004	1	PANEL DIP 01 MARIJUANA 50 (THC)	\$0.33	\$8.25
01 102 0020	1	PANEL DIP 01 METHADONE 300 (MTD)	\$0.33	\$8.25
01 102 0190	1	PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)	\$0.33	\$8.25
01 102 0002	1	PANEL DIP 01 METHAMPHETAMINES 1000 (MAMP 1000)	\$0.33	\$8.25
01 102 0003	1	PANEL DIP 01 OPIATES 300 (MOP 300)	\$0.33	\$8.25
01 102 1977	1	PANEL DIP 01 OPIATES 2000 (OPI 2000)	\$0.33	\$8.25
01 102 0037	1	PANEL DIP 01 OXYCODONE 100 (OXY)	\$0.33	\$8.25
01 102 0021	1	PANEL DIP 01 PHENCYCLIDINE 20 (PCP)	\$0.33	\$8.25
01 102 1971	1	PANEL DIP 01 PROPOXYPHENE 300 (PPX)	\$0.33	\$8.25
01 102 0023	1	PANEL DIP 01 TRICYCLIC ANTIDEPRESSANTS 1000 (TCA)	\$0.33	\$8.25
01 102 0173	1	PANEL DIP 01 BUPRENORPHINE 10 (BUP)	\$0.80	\$20.00
01 191 6335	1	PANEL DIP 01 K2 SPICE 30 - <i>For Forensic Use Only</i>	\$2.00	\$50.00
01 568 0008	1	PANEL DIP 01 ETG - <i>For Forensic Use Only</i>	\$5.00	\$125.00
01 568 0009	1	PANEL DIP 01 FENTANYL - <i>For Forensic Use Only</i>	\$1.50	\$37.50
01 102 0005	2	PANEL DIP 02 COC300/MOP300	\$0.67	\$16.75
01 102 0006	2	PANEL DIP 02 COC300/THC	\$0.67	\$16.75
01 102 0007	2	PANEL DIP 02 COC300/MAMP1000	\$0.67	\$16.75
01 102 0008	2	PANEL DIP 02 MAMP1000/THC	\$0.67	\$16.75
01 102 0030	2	PANEL DIP 02 MAMP1000/MOP300	\$0.67	\$16.75
01 102 0191	2	PANEL DIP 02 COC150/THC	\$0.67	\$16.75
01 102 0192	2	PANEL DIP 02 MAMP500/THC	\$0.67	\$16.75
01 102 0009	3	PANEL DIP 03 COC300/MAMP1000/THC	\$0.86	\$21.50
01 102 0010	3	PANEL DIP 03 COC300/MOP300/THC	\$0.86	\$21.50
01 102 0011	3	PANEL DIP 03 MAMP1000/MOP300/THC	\$0.86	\$21.50
01 102 0014	3	PANEL DIP 03 COC300/MAMP1000/MOP300	\$0.86	\$21.50
01 102 0193	3	PANEL DIP 03 COC150/MAMP500/THC	\$0.86	\$21.50
01 102 0194	3	PANEL DIP 03 COC150/MOP300/THC	\$0.86	\$21.50
01 102 0012	4	PANEL DIP 04 COC300/MAMP1000/MOP300/THC	\$1.13	\$28.25
01 102 0032	4	PANEL DIP 04 AMP1000/COC300/MOP300/THC	\$1.13	\$28.25
01 102 0195	4	PANEL DIP 04 COC150/MAMP500/MOP300/THC	\$1.13	\$28.25
01 102 0199	4	PANEL DIP 04 AMP1000/COC150/MOP300/THC	\$1.13	\$28.25
01 102 0013	5	PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC	\$1.39	\$34.75
01 102 0015	5	PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC	\$1.39	\$34.75
01 102 0033	5	PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC	\$1.39	\$34.75
01 102 0034	5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	\$1.39	\$34.75
01 102 0047	5	PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC	\$1.39	\$34.75
01 102 0201	5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC	\$1.39	\$34.75
01 102 0196	5	PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC	\$1.39	\$34.75
01 102 0200	5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC	\$1.39	\$34.75

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Section III: On-Site Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE (CONTINUED)

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$1.62	\$40.50
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	\$1.62	\$40.50
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	\$1.62	\$40.50
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$1.62	\$40.50
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	\$1.62	\$40.50
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	\$1.62	\$40.50
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	\$1.62	\$40.50
01 102 0035	7	PANEL DIP 07 AMP1000/BZO/COC150/MOP300/PCP/TCA/THC	\$1.89	\$47.25
01 102 0176	7	PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC	\$1.89	\$47.25
01 102 0177	7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC	\$1.89	\$47.25
01 102 0169	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MDMA/MOP300/OXY/THC	\$2.14	\$53.50
01 102 0179	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	\$2.14	\$53.50
01 102 1989	8	PANEL DIP 08 AMP300/COC150/MAMP500/MOP300/PCP/PPX/OXY/THC	\$2.14	\$53.50
01 102 1970	9	PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	\$2.40	\$60.00
01 102 0180	9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	\$2.40	\$60.00
01 102 0181	9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC	\$2.40	\$60.00
01 102 0025	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/THC	\$2.66	\$66.50
01 102 0138	10	PANEL DIP 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$2.66	\$66.50
01 102 0182	10	PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/THC	\$2.66	\$66.50
01 102 0183	10	PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC	\$2.66	\$66.50
01 102 1943	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/MTD/MDMA/THC	\$2.66	\$66.50
01 102 0184	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PCP/OXY/THC	\$3.19	\$79.75
01 102 0185	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/OPI2000/MAMP1000/MTD/OXY/PCP/THC	\$3.19	\$79.75
01 102 0186	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PPX/OXY/THC	\$3.19	\$79.75
01 102 0187	11	PANEL DIP 11 AMP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC	\$3.19	\$79.75
01 102 0141	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/PPX/THC	\$3.72	\$93.00
01 102 0188	12	PANEL DIP 12 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$3.72	\$93.00
01 102 1957	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/MTD/OXY/PCP/PPX/THC	\$3.72	\$93.00
01 501 0012	13	PANEL DIP 13 ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50 - <i>For Forensic Use Only</i>	\$4.50	\$112.50

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Section III: On-Site Drug & Alcohol Screening Devices

iCUP SUBSTANCE ABUSE TEST DEVICE – without adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2020	10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/OXY/PPX/THC	\$3.20	\$80.00
01 102 2055	10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP/MTD/OPI2000/PCP/TCA/THC	\$3.20	\$80.00
01 102 2028	13	iCup 13 AMP1000/BAR/BUP/BZO/COC300/MAMP/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC	\$5.00	\$125.00

iCUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2032	4	iCup A.D. 04 COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2033	4	iCup A.D. 04 AMP1000/COC150/MAMP500/THC w/adulteration (OX, CR, PH)	\$2.25	\$56.25
01 102 2021	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/MOP300/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2034	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2035	5	iCup A.D. 5 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2036	5	iCup A.D. 5 COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 2022	6	iCup A.D. 6 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.48	\$62.00
01 102 2023	6	iCup A.D. 6 AMP1000/COC/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.48	\$62.00
01 102 2037	6	iCup A.D. 06 AMP300/COC300/MDMA/OPI2000/OXY/THC w/adulteration (OX, SG, PH)	\$2.48	\$62.00
01 102 2038	8	iCup A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$2.88	\$72.00
01 102 2069	8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX, CR, PH)	\$2.88	\$72.00
01 102 2039	9	iCup A.D. 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	\$3.11	\$77.75
01 102 2074	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/ PPX/THC w/adulteration (OX, CR, PH)	\$3.20	\$80.00
01 102 2129	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/ THC w/adulteration (OS, SG, PH, NI, GL, CR)	\$3.20	\$80.00
01 102 2027	12	iCup A.D. AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC w/adulteration (OX, SG, PH)	\$4.50	\$112.50

TOXCUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0015	13	TOXCUP 13 ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50 - <i>For Forensic Use Only</i>	\$4.75	\$118.75
01 501 0016	14	TOXCUP 14 K2/ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50 - <i>For Forensic Use Only</i>	\$5.50	\$137.50

INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2001	4	EZ CUP II 04 COC300/MAMP1000/OPI2000/THC	\$2.25	\$56.25
01 102 1974	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX/SG/PH/NI/GL/CR)	\$2.25	\$56.25
01 102 2005	5	EZ CUP II 05 COC300/MAMP1000/OPI2000/PCP/THC	\$2.25	\$56.25
01 102 2018	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC	\$2.25	\$56.25
01 102 2048	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC	\$2.25	\$56.25
01 102 2051	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH, NI, GL, CR)	\$2.25	\$56.25
01 102 2141	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	\$2.25	\$56.25
01 102 1984	6	EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	\$2.48	\$62.00
01 102 2007	6	EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC	\$2.48	\$62.00
01 102 2008	8	EZ CUP II 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC	\$2.88	\$72.00
01 102 2140	9	EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC w/adulteration (OX, SG, PH)	\$3.11	\$77.75
01 102 1985	10	EZ CUP II 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/ PCP/THC	\$3.20	\$80.00
01 102 2096	12	EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/ MTD/OXY/PPX/THC	\$4.50	\$112.50

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Section III: On-Site Drug & Alcohol Screening Devices

ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2024	5	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12 - FFUO	\$5.60	\$140.00
01 102 2025	6	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - FFUO	\$5.93	\$148.25
01 102 1960	6	OrAlert 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC100 - FFUO	\$5.00	\$125.00
01 102 2083	6	OrAlert 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100 - FFUO	\$5.00	\$125.00

SALIVA/BREATH ALCOHOL PRODUCTS

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 362 0001	N/A	Instant Alcohol Saliva Test Strip - FFUO	\$0.80	\$20.00
01 532 0020	N/A	ACON Breath Alcohol Device .02 (20/box)	\$2.30	\$46.00
01 094 0055	N/A	Alco-Screen Test (24/box)	\$1.35	\$32.40
01 094 0056	N/A	Alco-Screen .02 DOT Approved Alcohol Saliva (24/box)	\$1.35	\$32.40

REDISMOKE, PREGNANCY & ADULTERATION

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0140	1	Urine Cotinine (Nicotine Metabolite) Cassette Device - FFUO	\$0.85	\$21.25
01 102 1950	N/A	Urine Pregnancy Cassette (40/Box)	\$1.00	\$40.00
01 102 1910	7	One Step Validity Test (Seven Parameter) - FFUO	\$0.68	\$17.00

GLOVES

PART NUMBER	DRUG(S)	DESCRIPTION	BOX PRICE
01 116 0005	N/A	Nitrile Gloves (Small)	\$9.35
01 160 0007	N/A	Nitrile Gloves (Medium)	\$9.35
01 116 0007	N/A	Nitrile Gloves (Large)	\$9.35
01 116 0008	N/A	Nitrile Gloves (Extra Large)	\$9.35
01 181 0001	N/A	Vinyl Gloves (Small)	\$5.53
01 181 0002	N/A	Vinyl Gloves (Medium)	\$5.53
01 116 0011	N/A	Vinyl Gloves (Large)	\$5.53
01 116 0012	N/A	Vinyl Gloves (Extra Large)	\$5.53

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	DESCRIPTION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031234	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.22	\$5.50
031380	N/A	6.5 oz/ Graduated Beaker	\$0.10	\$2.50
031258	N/A	Temperature Strip	\$0.06	\$1.50

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Destination Point.

ATTACHMENT C

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

TERM:

FROM: JULY 1, 2018 TO JUNE 30, 2020

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including product-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage is written on a claims made basis.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County of Inyo. Application of limits will be determined by the insurer at the time of a claim and cannot be guaranteed in advance.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.** Insurers do not send notice of cancellation to certificate holders and/or additional insureds.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. We do not disclose our deductibles, but the County is invited to review the financial reports of our parent company, Abbott Laboratories, on www.abbott.com to determine their financial capability to pay large deductibles.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risk or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: Planning Department

FOR THE BOARD MEETING OF: August 14, 2017

SUBJECT: Authorization for the hiring of either an Assistant, Associate or Senior Planner for the Planning Department

RECOMMENDATION: Find that, consistent with the adopted Authorized Position Review Policy:

- 1) The availability of funding for the requested position exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates might meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
- 3) Approve the hiring of either:
 - One Assistant Planner at Range 70 (\$4,826 - \$5,865), or
 - One Associate Planner at Range 74 (\$4,826 - \$5,865), or
 - One Senior Planner at Range 78 (\$5,303 - \$6,445) dependent upon qualifications.

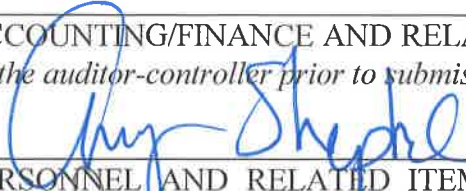
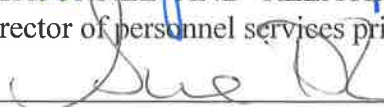
SUMMARY DISCUSSION: The Department's Assistant Planner position has recently been vacated. This leaves the department absent a staff person to work on ongoing and projected projects at a very busy time. It is necessary to fill the position as soon as practicable to keep applications and planning projects moving along at a reasonable pace. Staff requests that the Board authorize filling this vacant position as soon as possible to minimize disruptions to the Department's work plan and flow.

ALTERNATIVES: The Board could not authorize the hiring of a Planner. This would result in delays to County projects and entitlement processing.


OTHER AGENCY INVOLVEMENT: None.

FINANCING: The position is financed primarily from the General Fund in the Planning Department budget (023800) in the Salaries and Benefits object codes. Partially offsetting these costs are revenues received for entitlement processing and work on the Yucca Mountain Repository Assessment Office.

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>  7/30/18
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>  ✓ 7/30/18

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



Date: 7/30/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: August ¹⁴ 7, 2018

SUBJECT: Presentation regarding Recycling and Waste Management: What is required? What have we done? What are the next steps we need to take?

DEPARTMENTAL RECOMMENDATION:

Request your Board receive an update on Recycling and Waste Management requirements and operations in Inyo County.

SUMMARY DISCUSSION:

This is a presentation looking at where we are, what we have done and identifying possible next steps for Inyo County Recycling and Solid Waste Management,

ALTERNATIVES:

Your Board could choose not to receive the presentation regarding Recycling and Waste Management.

OTHER AGENCY INVOLVEMENT: None

FINANCING: No costs are associated with this report, however, there could be cost associated with some of the recommendations.

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> N/A </u> Date <u> </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> N/A </u> Date <u> </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> N/A </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Dempsey G. Wall Date: 7/27/2018

Inyo County Recycling & Waste Management

What is Required? What have we done?

What are the next steps we need to take?





Workshop Overview

Relevant laws and rules

Where do we fit in?

State Regulators: CalRecycle

What has Inyo County accomplished?

Possible actions we can take.

Actions to protect Inyo County

CREATING A WIN:WIN OUTCOME



California Laws

AB 939 (Sher)--*The Integrated Waste Management Act* (IWMA) of 1989." Established an integrated waste management hierarchy to guide the local agencies in implementation, in order of priority:

- Source Reduction
- Recycling and Composting
- Environmentally Safe Transformation and Land Disposal

California Laws

SB 1016 – *Per Capita Disposal Measurement Act* (2008)

Simplifies the measurement calculation but does not change the required amount of diversion.

- Amount of waste placed in landfill determines compliance, not amount of diversion
- 2003-2007 benchmark, Inyo mandate 27%
County has achieved 39% diversion
- Greater emphasis on Recycling and Diversion program implementation
- Ease of determining program success

From AB939 to SB1016

The bill simplifies the measurement process – moving away from the complexities of diversion estimates and instead measuring per capita *disposal* - that is, disposal per person within a particular Jurisdiction. This shift from diversion to disposal provides much more accurate measurements, takes less time to calculate – 6 months vs. 18-24 – and allows jurisdictions to apply resources toward **building successful programs** rather than crunching numbers.

- Shifts from Diversion to Disposal
- Puts more emphasis on successful recycling and diversion program implementation
- Designed to make program evaluation easier
- Unique target for each jurisdiction, Inyo is 29%
- (Note to focus on ***building successful PROGRAMS***)



AB 341 Mandatory Commercial Recycling

- Builds on previous laws, AB 939 & SB1016
- Jurisdiction flexibility in Program Components
 - Education and Outreach
 - Monitoring
 - Annual Report to CalRecycle
- Businesses that dispose of 4 or more cubic yards per week
 - Self-hauling
 - Franchise hauler
 - Mixed waste processing



Inyo County Accomplishments

- What has the Board of Supervisors accomplished
 - Gas monitoring wells installed Bishop-Sunland
 - Installed scales at Bishop-Sunland Landfill
 - Meeting CARB 2020 requirements
 - High priority to stop Illegal Dumping
 - Diversions:
 - Concrete
 - Waste Oil
 - Mattresses
 - Scrap Metal
 - Glass
 - Carpet
 - House Hold Hazardous Waste
 - Tires
 - Mixed paper
 - Plastic 1 and 2

Board of Supervisor leadership has produced significant gains.

AB 1826 Mandatory Commercial Organics Recycling

- Requires businesses recycle organic waste April 1, 2016
- 2016, Counties have organic waste recycling program to divert organic waste generated by businesses
- Current exemption Inyo County implementation to 2020
- Business that generate 4 CY per week
- Anticipated to lower to generation of 2 CY in 2021
- Have time to plan this program and use other counties as models for plan development

Where is Inyo County

CalRecycle enforces California State Law, with limited discretion.

Board of Supervisors leadership needed to continue forward progress!

- Solid Waste Ordinance/Franchise Agreement needed
- Currently meeting diversion targets 37%
- Not meeting Mandatory Commercial Recycling law
- Under Compliance Unit, CalRecycle, review 04/04/13
- Compliance Order to be issued unless positive action taken
- Imposition of punitive fines is real, \$10,000/day
- We have ability to prevent Compliance Order

Cal Recycle, State of California

Future Direction, Past Compliance

- Over all goal has been increased Solid Waste DIVERSION
- Diversion Calculations have regularly changed
- Focus has gone from Diversion to Disposal
- Target Diversion has increased regularly over the years
- CalRecycle has been directed to increase diversion to 75%
- Inyo Problems have been:
 - Program implementation
 - Diversion/Program measurement
 - Resistance to meeting current state law mandates
 - Franchise Agreement / Ordinance



What Has CalRecycle Asked For?

- Mandatory Commercial Recycling (MCR), especially cardboard
- Ordinance/Franchise Agreement with recycling addressed
- Green Waste Diversion, chipped
- Improved Signage at Landfills
- Cardboard Container at Independence
- Specific items, require recycling, ie paperback books
- Mixed Paper Recycling at I/LP/B

To avoid a compliance order must see noticeable improvements on these items



Steps Inyo County Can Take

- Solid Waste Ordinance improvements / Franchise Agreement implementation
 - Opportunity to address recycling at various levels
- Improved Measurement, Reporting, and Technology
 - Additional investment in equipment such as Scales, and Cashless collections
- Mandatory Commercial Recycling
 - **Required** under California Law and imposed in most jurisdictions
- Address Illegal Dumping through out the County
 - Strengthen ordinances and increase penalties
- Expand Processing Facilities and capacity
 - Provide the ability to address Organic Waste requirements
- City of Bishop MOU
 - Request performance under MOU for Bishop to implement recycling
- Other Unidentified Items
 - Could be determined in conjunction with CalRecycle



Analysis of Potential Steps

(Recommendations in **bold**)

- **Solid Waste Ordinance / Franchise Agreement**
 - Changes allowing Inyo County flexibility
 - Provide clear ability to mandate needed services
- **Improved Measurement, Reporting & Technology**
 - Operational efficiency and accuracy
 - Extensive reporting required by California Law
- **Mandatory Commercial Recycling**
 - Required by California State Law AB 341
 - May be imposed by Compliance Plan from CalRecycle



Analysis of Potential Steps

(Recommendations in **bold**)

- **Address Illegal Dumping**
 - Increased recycling reduces illegal dumping
 - Maintains the beauty and natural environment
- **Expand Processing Facility and Capacity**
 - Significant benefit for haulers and citizens alike
 - Would help meeting state requirements
- **City of Bishop MOU**
 - Willingness of Bishop to perform under MOU
 - May result in collapse of the MOU

Reasons For doing Nothing

The generally accepted barriers in Inyo County

- Distance to markets
 - All buyers are outside the county
- Lack of processing infrastructure
 - Not economically viable to collect and process small volume
- Public Attitude/Willingness to Pay
 - Reluctance to pay for solid waste in general
- Political Peril with implementing “Mandatory”
 - Hard to tell people what to do when it will cost them
- All the costs to operate a disposal system & regulatory costs
 - Extremely high cost associated with solid waste and recycling

Reasons For doing Something

The real cost of inaction in Inyo County

Loss of Control

- Regulators will require corrective action
- Puts control in outside bureaucrats
- Board of Supervisors know what's BEST
- Loss of local control, local determination

Cost

- Loss of control results in loss of cost control
- Costs driven by outside agencies
- Avoidance of fines \$10,000/day

Action 1: Ordinance/Franchise Agreement

- Include the ability of the county to mandate recycling:
 - Has been discussed with local haulers has occurred
- The county has the legal authority to mandate actions
 - CalRecycle encourages recycling requirements
- State Law encourages the county to recycle and compost
 - Individual; AB939 and SB1016
- State Law requires mandatory business recycling
 - Business, AB 341
- State Law requires diversion and reduction of waste
 - This action sets the stage for the future



Action 2: Measure, Report, & Technology

Goal is to Capture More Recyclables

- Measure
 - Scale at Bishop, needed at Lone Pine & Independence
 - Commercial Haulers and self haulers captured
- Reporting to CalRecycle
 - Need to capture and report all activity for clear picture
 - Accurate reporting increases confidence
- Technology
 - Cashless collection system needed for accountability
 - Gate House software to be installed



Action 3: Mandatory Commercial Recycling

- Required by AB 341, Parroting California Law
- Can work with 2 non exclusive haulers
 - New facilities, North Independence Tribe Recycling Center
- Required Components, Inyo County rules have been drafted
 - Education/Outreach
 - Monitoring
 - Reporting
- Covered businesses (over 4 cy/week or 5 rental units) could:
 - Contract with hauler to recycle,
 - Self Haul, or
 - Use a processing facility.



The Reality Facing INYO County

- California has mandated 75% diversion by 2020
- The state will continue to implement new requirements
- We can explore voluntary methods to increase diversion
- We can implement mandatory state requirements
- Focus on increasing measurement of current practices
- Inyo County can work with local citizens and businesses to continue to improve services, meet state laws, and avoid regulatory challenges and headaches.



Bottom Line

The Board of Supervisors has made wise decisions to meet California State requirements with great results,

Continued improvements will be needed going forward.



Any Questions?





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 23

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

FROM: Inyo County Planning Commission

FOR THE BOARD MEETING OF: August 14, 2018

SUBJECT: Zone Text Amendment (ZTA) 2018-02/ Inyo County-Portable storage and shipping containers.

RECOMMENDATION:

Request the Board of Supervisors:

- A) Conduct a public hearing on the following action addressing accessory buildings and especially storage and shipping containers located throughout Inyo County:
- A proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Section 18.06.496 and Amending Section 18.78.150 of the Inyo County Code Regarding Shipping Containers and Other Accessory Structures" (attached).
- B) Certifying that the provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving Zone Text Amendment (ZTA) 2018-02/ Inyo County-Portable storage and shipping containers.
- C) Waive the first reading of the above referenced Ordinance approving ZTA 2018-02/ Inyo County-Portable storage and shipping containers and schedule the enactment for Tuesday August 21, 2018 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

SUMMARY DISCUSSION: In October 2017, staff requested the Planning Commission receive a presentation regarding storage and shipping containers on properties in the County; their status as accessory buildings; setback requirements; and, provide comment and direction to staff on the future of their use. The Planning Commission suggested staff further research and create an ordinance specific to shipping containers.

On January 16, 2018 the Board of Supervisors held a workshop and considered staff's presentation regarding shipping containers. After public comment and deliberation, the Board commented and directed to staff to address the placement and appearance of accessory structures, especially with regard to shipping containers.

At the Commission's direction and Board's guidance, staff returned to the Planning Commission on June 27, 2018 providing draft changes to the Inyo County Code ICC 18.06 Definitions to add 18.06.496 for a definition of shipping containers and to 18.78.150 to include shipping containers and similar structures to the Accessory Buildings chapter of the Zoning Code (18.178.150); added regulations addressing them, and reformatted the current language (attached).

BACKGROUND: Concerns arose about the regulation of accessory structures within the County's residential districts as well as possibly limiting the number of accessory structures allowed, specifically in

the Rural Residential zone. Staff reviewed and presented example ordinances from other agencies that limited the number of accessory structures based on zoning district and lot size. These examples were not favored by your Board because they would restrict agricultural uses principally permitted within the RR and OS-40 (Rural Residential and Open Space) zoning districts. The Board did, however, request that staff address the appearance and placement of accessory structures.

ANALYSIS: The use of shipping containers and similar structures as accessory buildings within all of the County's zones, require ministerial approval (building permits) if they are above 120-square-feet. Building permits are granted after the building permit review which includes a review by the Planning Department for zoning issues. This ensures consistency with setback and development requirements set forth in each specific zoning district that addresses accessory structures. Staff found that the quantity of accessory structures are already limited in R1 and RMH districts based on their lot sizes, the requirement of 10ft spacing between all structures, and district specific set back requirements. That is to say once a primary structure meets its required setbacks there is a limited space where an accessory structure may be placed.

Changes that have been presented are not overbearing and will assist staff in regulating the appearance and placement of such structures within the residential zoning districts of R1 and RMH. This is achieved by limiting their placement to behind the primary structure and requiring that all accessory buildings be painted to similarly match to the primary structure or the surrounding landscape. It will also regulate appearance in the RR and OS zones by requiring accessory structures to be painted similarly to match the primary structure or the surrounding landscape

General Plan Consistency

The General Plan does not directly set forth requirements for the use or design of accessory buildings and/or structures. Since these are accessory buildings that must be '*subordinate to, and the use of which is incidental to, that of the main building or the principal use on the same lot.*' they do not affect the density or use requirements of the General Plan designation in which they are located.

Zoning Ordinance Consistency

Zone Text Amendment 2018-02 is consistent with the ICC 18.78.150 as it does not restrict the use of shipping containers as accessory buildings and as such, they are a permitted use in all zones. The placement of them also requires a building permit if over 120-square-feet, and therefore, are reviewed by Planning Staff for consistency with the development standards of each specific zone, including those proposed here if adopted.

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 project is a proposal to define shipping containers and similar structures in ICC Chapter 18.78.150 Accessory Buildings as accessory buildings; add regulations addressing them; and, a general reformatting of 18.78.150. The project also does not include a development proposal and the proposed regulations will work to lessen potential impacts from accessory buildings in the County. The development of accessory structures also 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.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction.

OTHER AGENCY INVOLVEMENT: Inyo County Building and Safety Department.

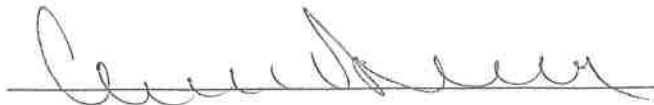
FINANCING: General fund resources are utilized to review and update the County's Zoning Code.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 _____ Date: 7/28/18

Attachments:

- Proposed Ordinance
- Resolution
- June 27, 2018 Staff Report

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING SECTION 18.06.496 AND AMENDING SECTION 18.78.150 OF THE INYO COUNTY CODE REGARDING SHIPPING CONTAINERS AND OTHER ACCESSORY STRUCTURES

WHEREAS, the use of portable shipping containers as accessory buildings being perceived as nuisances in the County was brought to the attention of the Inyo County Board of Supervisors; and

WHEREAS, the Board of Supervisors directed planning staff to update Title 18, the Inyo County Zoning Code, to address nuisances caused by shipping containers and other accessory structures; and

WHEREAS, staff provided additions to Sections 18.06 and 18.78 addressing shipping containers and other accessory structures; and

WHEREAS, the Inyo County Planning Commission held a public hearing on June 27, 2018, to review and consider a request for approval of Zone Text Amendment No. 2018-02/Inyo County – Storage Containers and Other Accessory Structures, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, on June 27, 2018 after conducting a public hearing on Zone Text Amendment No. 2018-02/Inyo County – Storage Containers and Accessory Buildings the Inyo County Planning Commission voted 4-0 to recommend that the Board of Supervisors adopt Zone Text Amendment No. 2018-02/Inyo County – Storage Containers and Other Accessory Structures and to Certify that the project is Exempt from the California Environmental Quality Act; and

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. Section 18.06.496 is added to the Inyo County Code to read as follows:

“**18.06.496 ‘Shipping containers’** means a large metal box typically used for the shipment of containerized goods. Examples of such shipping containers include, but are not limited to, cargo-containers, Connex boxes, freight boxes and other similar structures. Shipping containers are accessory buildings.”

SECTION TWO. Section 18.78.150 Accessory buildings, is hereby amended in its entirety to read as follows:

“Chapter 18.78.150 Accessory buildings. Accessory buildings, including but not limited to sheds, barns, detached garages, shipping containers, metal freight boxes, and greenhouses shall comply with the requirements set forth below.

- A. No detached accessory building shall be located within ten feet of any building;
- B. No detached accessory building shall be located within five feet of the rear or side lot line;
- C. No detached accessory building shall have a height in excess of twenty feet except as otherwise specifically provided in the regulations of the specific zoning district;
- D. No accessory building shall occupy any part of a required front yard; and no accessory building shall be placed in front of the primary structure when located within R1 and RMH districts;
- E. On a corner lot which is not within a R1 or RMH district and abuts a key lot, no accessory building shall be nearer the street than a distance equal to one-half the depth of front yard required on the key lot;
- F. Where an accessory garage is accessible to vehicles from an alley, it shall be located not less than thirty feet from the opposite side of the alley and in no case closer than five feet to the rear lot line;
- G. Signs, including advertising, shall not be permitted on or attached to accessory buildings except those required by law that contain public safety information;
- H. Accessory buildings shall not be stacked;
- I. Accessory buildings shall be painted to similarly match the primary structure or the surrounding landscape;
- J. Accessory buildings whole or in part that are proposed as primarily structures and/or part of a primary structure shall be constructed with material that meets all Building and Safety requirements and their use is subject to the approval of the Building Official and of G, H, and I of this Section.”

SECTION THREE. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or

unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION FOUR. 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 thereof, 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 voting for and against same.

PASSED AND ADOPTED this 14th day of August, 2018 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chairperson

ATTEST: Kevin Carrunchio
Clerk to the Board

By: _____
Darcy Ellis, Assistant

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND RECOMMEND THE INYO COUNTY BOARD OF SUPERVISORS APPROVE ZONE TEXT AMENDMENT NO. 2018-02 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance 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

WHEREAS, ZTA 2018-02 does not approve a development project or future development projects and subsequent to this ordinance projects proposed pursuant to it will not be subject to CEQA as storage containers and similar structures do not require discretionary approvals by the Inyo County Planning Commission

WHEREAS, the Inyo County Planning Commission held a public hearing on June 27, 2018, to review and consider a request for approval of Zone Text Amendment No. 2018-02, and considered the staff report for the project and all oral and written comments regarding the proposal

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan

WHEREAS, the General Plan does not directly set forth requirements for the use or design of accessory buildings and/or structures; these are accessory buildings that must be *'subordinate to, and the use of which is incidental to, that of the main building or the principal use on the same lot.'* they do not affect the density or use requirements of the General Plan designation in which they are located

WHEREAS, ZTA 2018-01 is consistent with the Inyo County Zoning code as allowing for storage containers and similar structures as a permitted use requiring ministerial approvals by the Inyo County Planning Department during plan review

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at June 27, 2018, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states 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. Projects subsequent to this ordinance will require ministerial approval and therefore will not be required to include a CEQA evaluation.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve the Amendment to the Accessory Buildings Chapter based on all of the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 27th day of June, 2018, by the following vote of the Inyo County Planning Commission:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank Stewart, Chair
Inyo County Planning Commission

ATTEST:

Cathreen Richards, Planning Director

By _____
Ryan Standridge,
Secretary of the Commission



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
(760) 872-2706
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO. 10 (Action Item – Public Hearing)

**PLANNING COMMISSION
MEETING DATE:** June 27, 2018

SUBJECT: Zone Text Amendment (ZTA) No. 2018-02/Inyo County-Shipping Containers and similar structures added to Accessory Buildings and reformatting of 18.78.150.

EXECUTIVE SUMMARY

Staff has drafted a proposed ordinance to update the Inyo County Zoning Code's Title 18.78.150 Accessory Buildings to include shipping containers and similar structures and for a general reformatting of 18.78.150.

PROJECT INFORMATION

Supervisory District:	County-wide
Applicants:	Inyo County
Landowners: Address/	Multiple
Community:	County-wide
A.P.N.:	County-wide
Existing General Plan:	Various
Existing Zoning:	Various
Surrounding Land Use:	Various

Recommended Action:

Adopt the attached Resolution, recommending that the Board of Supervisors:

- 1.) Find the proposed project exempt from the requirements of the California Environmental Quality Act.**
- 2.) Make certain Findings with respect to, and approve, Zone Text Amendment ZTA/2018-02**

Alternatives:

- 1.) Recommend modifications to the proposal.
- 2.) Recommend denial. This is not recommended as the Board of Supervisors directed staff to update the Accessory Buildings chapter to include shipping containers and similar structures.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner:

Josh Dan

BACKGROUND

In October 2017, staff requested your Commission receive a presentation regarding storage and shipping containers on properties in the County; their status as accessory buildings; setback requirements; and, provide comment and direction to staff on the future of their use. Your Commission suggested staff further research and create an ordinance specific to shipping containers.

On January 16, 2018 the Board of Supervisors held a workshop and considered staff's presentation regarding shipping containers. After public comment and deliberation, the Board commented and directed to staff to address the placement and appearance of accessory structures, especially with regard to shipping containers.

ANALYSIS

At the Commission's direction and Board's guidance, staff has provided draft changes to the Inyo County Code ICC 18.06 Definitions to add 18.06.496 for a definition of shipping containers and to 18.78.150 to include shipping containers and similar structures to the Accessory Buildings chapter of the Zoning Code (18.178.150); added regulations addressing them, and reformatted the current language. The use of shipping containers and similar structures as accessory buildings within all of the County's zones, require ministerial approval (building permits) if they are above 120-square-feet. Building permits are granted after the building permit review which includes a review by the Planning Department for zoning issues. This ensures consistency with setback and

development requirements set forth in each specific zoning district that address accessory structures.

General Plan Consistency

The General Plan does not directly set forth requirements for the use or design of accessory buildings and/or structures. Since these are accessory buildings that must be ‘subordinate to, and the use of which is incidental to, that of the main building or the principal use on the same lot.’ they do not affect the density or use requirements of the General Plan designation in which they are located.

Zoning Ordinance Consistency

Zone Text Amendment 2018-02 is consistent with the ICC 18.78.150 as allowing for shipping containers as an accessory building and they are a permitted use in all zones, that require a building permit if over 120-square-feet and are reviewed by Planning Staff for consistency with the development standards of each specific zone.

Development Standards

Staff proposes no changes to the existing development standards in any of the zones. However, applicants must meet the aesthetic requirements set forth in the proposed changes to Chapter 18.78.150 of the ICC.

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 project is a proposal to include shipping containers and similar structures in ICC Chapter 18.78.150 Accessory Buildings as accessory buildings; add regulations addressing them; and, a general reformatting of 18.78.150. The project also does not include a development proposal and the proposed regulations will work to lessen potential impacts from accessory buildings in the County. Projects subsequent to this ordinance will require ministerial approval and therefore will not be required to include a CEQA evaluation at the time of development.

RECOMMENDATIONS

Staff recommends adoption of the attached Resolution recommending the Board of Supervisors consider the ZTA 2018-02, make certain findings, and adopt the proposed ordinance (attached), amending the ICC to include:

Recommended Findings

1. The proposed ordinance is covered by the General Rule 15061(b)(3)
[Evidence: This project is a proposal to include storage containers and similar structures in ICC Chapter 18.78.150 Accessory Buildings as accessory buildings; add regulations addressing them; and, a general reformatting of 18.78.150. The project also does not include a development proposal and the proposed

regulations will work to lessen potential impacts from accessory buildings in the County. Projects subsequent to this ordinance will require ministerial approval and therefore will not be required to include a CEQA evaluation at the time of development.]

2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.

[Evidence: The General Plan does not directly set forth requirements for the use or design of accessory buildings and/or structures. Since these are accessory buildings that must be 'subordinate to, and the use of which is incidental to, that of the main building or the principal use on the same lot.' they do not affect the density or use requirements of the General Plan designation in which they are located.]

3. Based on substantial evidence in the record, the proposed Zoning Ordinance to amend ICC 18.78.150 is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

[Evidence: Zone Text Amendment 2018-02 is consistent with the ICC 18.78.150 as allowing for storage containers as an accessory building and they are a permitted use in all zones, that require a building permit if over 120-square-foot and are reviewed by Planning Staff for consistency with the development standards of each specific zone and the proposed aesthetic requirements set forth in the proposed changes to Chapter 18.78.150 of the ICC.]

ATTACHMENTS

- A. Resolution
- B. Draft proposed ordinance.

Darcy Ellis

From: webwhite@schat.net
Sent: Tuesday, August 7, 2018 11:25 PM
To: Darcy Ellis
Subject: Letter for presentation at August 14, 2018 Board of Supervisors Meeting concerning Shipping Container Ordinance

To the Board of Supervisors of Inyo County,

Please excuse me for not being able to attend this meeting in person. I had prior commitments that could not be broken.

This letter is to express my husband's and my concerns over the purposed ordinance on privately owned shipping containers within Inyo County. Especially as it relates to RR zoned property.

We have lived almost 50 years in the Alabama Hills Subdivision. During that time we worked and now have since retired from those jobs, So we have seen many changes to the area in those 50 years. Some good(paved roads). Some bad (over abundance of animals like alpacas, barking dogs, horses and elephants (just seeing if your awake), storage containers and AIRBNB.

On June 27th of this year I and a few other concerned Alabama Hills residents, attended the Planning Commissions workshop on the ordinance for storage containers in Inyo Co. At that time we spoke up about lack of provision for limits on numbers of containers on private property. We were told by the Planning Director that the zoning regulations would limit the amount of units that could be placed on a parcel. We were in disagreement with this concept especially as it relates to the 3 acre or larger parcels on streets like Alabama Dr. and Indian Springs Rd. As it stands right now one person close to our house has 6 containers on his property and no house. He probably still has room for 12 if he wants to pay the price of the permits and he would still have room for a house. Maybe in the long run it's cheaper to pay for a one time permit then to be continually taxed on a garage.

I and some other resident's had meant with Matt Kingsley about this issue and he came up with a suggestion that a limit could be placed like 2 then if the property owner wanted to have more he could apply for a variance with a plot plan required. I understand he may be presenting this proposal at this meeting and we would like to express our support of this idea for the rest of the Board and Planning Department to consider.

Our other concern that does not seem to be addressed in the ordinance is placement of the containers with regards to neighboring property. specifically within neighbors views and windows. It happens more then not that new builders come in and block the views with their houses and garages. But a least those are more pleasing to the eyes and brain. They also improve property value in the community more then a cheap trashy shipping container. I feel like I'm living in a third world country where people cannot afford to build permanent structures. So many of the home owners in Inyo Co. built homes with windows to capture the amazing views of the Sierras, Owens Valley, Inyo's or the 60 mile long views. There seems again that a plot plan in relation to the placement of the containers should be required. This may help to decrease the impact of the container on the neighboring properties views.

Thank You for taking the time to read my letter and hope there will be time for open discussion on theses issues.

Sincerely Yours,
Sharon and Jeff White