

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

June 12, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case No. SICVCV 18-61899 (Well 385).**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case Nos. SICVCV 18-62064, SICVC 18-62065, and SICVC18-62067; Kern County Superior Court Case Nos. TBD [eminent domain litigation].**
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – City of Los Angeles acting by and through its Department of Water and Power v. County of Inyo, Inyo County Superior Court Case No. SICVCV 18-62052; Kern County Superior Court Case Nos. TBD [CEQA].**
5. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**
6. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8] – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Kevin Carunchio, 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

7. **REPORT ON CLOSED SESSION**
8. **PUBLIC COMMENT**

9. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
10. **PROCLAMATION – Health & Human Services** – Request Board: A) approve a proclamation titled, “Proclamation of the Board of Supervisors, County of Inyo, State of California, Honoring Pete Levy as the Inyo County 2018 EMS Provider of the Year;” and B) present the proclamation to Mr. Levy.
11. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Jorge Alvarado, HHS Specialist III, Mark Kalin, Addiction Counselor III, and Karen Rathburn, Program Chief - Child & Family Team, Health and Human Services; and Jason Greene, Rehabilitation Specialist, Probation.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Information Services** – Pursuant to the Technology Refresh Initiative, request Board approve and award the contract for the County’s Storage Solution Project to Sable Computer, Inc. (KIS) in an amount not to exceed \$29,602.35 for the purchase of a dual-node StorageCraft OneBlox Storage Solution with 64 Terabytes (TB) of usable storage and data replication capabilities, and authorize the Chairperson to sign.
13. **Information Services** – Pursuant to the Technology Refresh Initiative, request Board authorize the purchase of 80 Dell desktop computers with associated peripherals from Strictly Technology, Inc. for \$71,716 and 55 HP laptop computers with associated peripherals from CDW-G for \$63,360, for a combined total of \$136,076.
14. **Motor Pool** – Request Board approve the necessary repair of a Motor Pool vehicle and authorize the issuance of a purchasing order in the amount of \$3,503.35 payable to Inyo-Mono Body Shop of Bishop, CA.
15. **Recycling & Waste Management** – Request Board: A) declare Pahrump Valley Disposal of Pahrump, Nev. a sole-source provider of waste-hauling services for the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction; B) approve a contract between the County of Inyo and Pahrump Valley Disposal of Pahrump, Nev. for waste hauling services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to a Pahrump, Nev. waste disposal facility, in an amount not to exceed \$577,247.00 for the period of July 1, 2018 through June 30, 2021 contingent upon the Board’s adoption of future County budgets; and C) authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

HEALTH AND HUMAN SERVICES

16. **Aging & Social Services** – Request Board approve Amendment No. 4 to the contract with Life Remedies and Celebrations, extending In-Home Supportive Services (IHSS) Employer of Record services, with an additional annual amount of \$80,000 and total not-to-exceed contract amount of \$763,941 and an extension of the term of the contract from an ending date from June 30, 2018 to June 30, 2019, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.
17. **Behavioral Health** – Request Board approve the contract between County of Inyo and Anne Sippi Treatment Group for residential placement for an adult conserved under the Laterman Petris Short (LPS) Act in an amount not to exceed \$35,000 for the period of July 1, 2018 to June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the Chairperson to sign.
18. **Behavioral Health** – Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in the amount not to exceed \$22,000 for the period of July 1, 2018 to June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the Chairperson to sign.

19. ***Behavioral Health*** – Request Board approve the contract between the County of Inyo and Kings View Corporation for tele-psychiatry services in a total amount not to exceed \$120,000 for the period of July 1, 2018 to June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the HHS Director to sign the contract and HIPPA Business Association Agreement.
20. ***Eastern Sierra Area Agency on Aging*** – Request Board approve contract No. AP-1819-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$768,012 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, California Civil Rights Laws Certification, and the Contractor/Vendor Statement of Confidentiality (CDA 1024).

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

21. **PRESENTATION** – Earl Wilson of the Inyo County Dark Sky Group will be giving a presentation on the impacts of and benefits to mitigating local light pollution.
22. **AUDITOR-CONTROLLER** – Request Board receive a presentation on the County Financial Statement for the Fiscal Year ending June 30, 2018.
23. **CLERK-RECORDER-REGISTRAR OF VOTERS/ PROBATION AND HEALTH AND HUMAN SERVICES** – Request Board authorize the Chairperson to sign letters authorizing the Clerk-Recorder-Registrar of Voters and Probation/Health and Human Services to submit applications to the 2018 CSAC Challenge Awards for the Online Fictitious Business Name Registration and Juvenile Service Redesign initiatives, respectively.
24. **WATER DEPARTMENT** – Request Board adopt the Fiscal Year 2018-2019 Lower Owens River Project Annual Work Plan, contingent upon adoption of same by the Los Angeles Department of Water and Power.
25. **PUBLIC WORKS** – Request Board direct staff to develop a Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary grant application on behalf of the Eastern Sierra Transit Authority to construct new ESTA headquarters at the Bishop Airport.
26. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk III exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and C) approve the hiring of one (1) full-time Office Clerk III, Range 52 (\$2,938-\$3,570).
27. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the contract between the County of Inyo and Disability Response for training in Crisis Intervention Team (CIT) in an amount not to exceed \$15,000 for the period of June 1, 2018 through June 30, 2018 and authorize the Chairperson to sign.
28. **HEALTH AND HUMAN SERVICES – Fiscal** – Request Board: A) approve payment of invoices for excess Tobacco Control funds in an amount not to exceed \$28,866 to the California Department of Public Health; and B) amend the Fiscal Year 2017-2018 Tobacco Budget (640315) by increasing appropriations in Prior Year Refund (Object Code 5499) by \$28,866 (*4/5ths vote required*).
29. **COUNTY ADMINISTRATOR – Personnel/HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the Agreement between the County of Inyo and Jackson Physician Search for the recruitment of a Psychiatrist in an amount not to exceed \$40,000 for a 12-month period from June 12, 2018 to June 12, 2019 (\$3,750 for Fiscal Year 2017-2018 and the remaining for Fiscal Year 2018-2019), contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the County Administrator to sign.

30. **COUNTY ADMINISTRATOR – Information Services** – Request Board approve and award the contract for the County’s Website Redesign Project to Boots Road, LLC in an amount not to exceed \$52,800 and authorize the Chairperson to sign.
31. **COUNTY ADMINISTRATOR – Personnel** – Request Board approve the personal services contract with Jamie Westervelt as the Deputy Information Services Director, at \$6,729 per month effective June 14, 2018, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
32. **CLERK OF THE BOARD** – Request Board approve the minutes of the special Board of Supervisors meeting of May 30, 2018.

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

- 11 a.m. 33. **PLANNING** – Request Board: A) conduct a public hearing on an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California Adding Section 18.06.381 and Subsection 18.44.030.K to the Inyo County Code Regarding Mini-Storage Facilities in the Central Business Zone,” allowing for mini-storage facilities as a Conditional Use in the Central Business District, and certify that the provisions of the California Environmental Quality Act have been met; and B) introduce and waive reading of the above-referenced ordinance approving Zone Text Amendment 2018-1/Inyo County – Mini-Storage as a Conditional Use in the Central Business District, and adopt said ordinance.
- 1 p.m. 34. **COUNTY ADMINISTRATOR/PUBLIC WORKS DIRECTOR/COUNTY COUNSEL** – Request Board receive update regarding the Consolidated County Office Building Project proposed to be built in Bishop, and provide direction to staff.

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.

CORRESPONDENCE – ACTION

35. **City of Bishop** – Request Board consolidate the November 6, 2018 General Municipal Election with the Statewide General Election to be held November 6, 2018, pursuant to Elections Code Section 10403.

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

36. **PUBLIC COMMENT**

CORRESPONDENCE – INFORMATIONAL

37. **Inyo County Sheriff** – Sheriff’s Department and Jail overtime reports for April 2018.

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: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Presentation of the Annual EMS Provider of the Year award

DEPARTMENTAL RECOMMENDATION:

Request Board: A) approve a proclamation entitled: "Proclamation of the Board of Supervisors, County of Inyo, Honoring Pete Levy as the Inyo County 2018 EMS Provider of the Year"; and B) present the proclamation to Pete Levy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Emergency Medical Care Committee is comprised of representatives from local hospitals and EMS providers throughout the County. The emergency medical care providers are individuals that are EMT's and ambulance drivers who respond when we need help. In 1999, the Annual EMS Provider of the Year award was created to honor local emergency medical providers, in the hope that through the establishment of this prestigious award people will be encouraged to become local EMT providers. This year resulted in the selection of one individual. It is a great pleasure to recommend that your Board approve the proclamation and present the 2018 EMS Provider of the Year award to Pete Levy, EMT with the Sierra Lifeflight.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

The Emergency Medical Care Committee comprised of representation from local hospitals and EMS providers.

FINANCING:

There is no fiscal impact associated with this action.

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 6/11/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: June 12, 2018

SUBJECT: Approve and Award the Storage Solution Project contract to Sable Computer, Inc.

DEPARTMENTAL RECOMMENDATION:

Pursuant to the Technology Refresh Initiative, request your Board approve and award the contract for the County's Storage Solution Project to Sable Computer, Inc. (KIS) in an amount not to exceed \$29,602.35 for the purchase of a dual-node StorageCraft OneBlox Storage Solution with 64 Terabytes (TB) of usable storage and data replication capabilities, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The FY2013-2014 budget established the Tech Refresh program that planned for the annual replacement of approximately 25% of the end-user and infrastructure technology at the County. This program helps to ensure that we have reliable hardware, to stabilize the annual computer replacement costs, to streamline the budget planning process, and to simplify the upgrade-related processes.

Information Services maintains approximately 80 servers, 14 of which are file servers. 10 of our file servers are due for replacement, and the cost to replace these servers with traditional servers would be between \$35,000 and \$50,000. We posted a Request for Proposals for data storage options that could reduce initial and recurring costs, consolidate similar services to reduce heat generation and power consumption, and provide improved flexibility for networked file storage space for the various County Departments. After evaluating the proposals, we determined that the OneBlox solution satisfies all of our project requirements and cost approximately \$450 / TB of usable storage, compared to approximately \$2,600 / TB and \$4,100 / TB for the other proposed solutions. Additionally, the OneBlox solution is resistant to ransomware and other types of malicious software, and generates regular, immutable snapshots of the data to speed the data recovery process in the unlikely event that malware does make it into our data storage environment.

The StorageCraft OneBlox solution, sold through Sable Computer, Inc., was selected to replace the 10 aging file servers through a competitive bid process in compliance with the Inyo County Purchasing and Contracting Policy and Procedures Manual. The cost for the OneBlox solution was less than the cost of the solutions in the other proposals in response to our Request for Proposals, and the OneBlox solution will result in more usable storage than the solutions in the other proposals.

ALTERNATIVES: Your Board could choose to not approve the request to award the contract to Sable Computer, Inc., to award the contract to a different vendor, or to direct staff to revise the RFP and start over. These alternatives are not recommended since we are confident in the solution offered by Sable Computer, Inc. will fulfill our requirements, and the cost per TB of usable storage is significantly lower than the competing proposals.

OTHER AGENCY INVOLVEMENT: This Data Storage Solution, as part of the Technology Refresh program, affects all General Fund departments and most Non-General Fund departments that rely on departmental shared files on the County's network.

FINANCING: Funding for the purchase of the computers is available in the Board approved FY 2017-2018 Computer Upgrade budget 011808, Object Code 5232, and is requested in the same FY 2018-2019 Computer Upgrade budget.

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 <u>6/6/18</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:  Date <u>6/6/2018</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:  Date <u>6/6/18</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



Date: 6/6/2018

AGREEMENT BETWEEN COUNTY OF INYO
AND Sable Computer, Inc. (KIS)
FOR THE PROVISION OF Data Storage Solution Project SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Data Storage Solution Project services of Sable Computer, Inc. (KIS) of 48383 Fremont Blvd #122, Fremont, CA 94538 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 June 13, 2018 to June 12, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of twenty-eight thousand six hundred eighty Dollars and no cents (\$28,680) 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 twenty-eight thousand six hundred eighty 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.

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.

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

AGREEMENT BETWEEN COUNTY OF INYO
AND Sable Computer, Inc. (KIS)
FOR THE PROVISION OF Data Storage Solution Project 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

John Marciano
Type or Print Name

Dated: _____

Dated: June 5, 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
To Standard County Contract – No. 113
Agreement between County of Inyo and Sable Computer, Inc. (KIS)

Scope of Work

Project Deliverables

- Data storage solution or device that has at least 20TB of usable storage capacity and is easily expandable.
- Installation, configuration and management support, including the configuration of shared volumes to replace those currently on the 10 old file servers.
- Configuration and management documentation.
- If needed, remote configuration and management training and knowledge transfer.

Technical requirements

- The data storage solution must be able to easily present networked file shares to users and groups in an Active Directory (AD) environment.
- The data storage solution must be able to set share permissions based on AD groups.
- The data storage solution must be able to recover from the failure of at least a single hard drive without service interruption.
- The data storage solution must be able to recover any data written to the system prior to an enclosure failure without having to resort to a backup.
- The data storage solution must include a backup or export option.

Functional Requirements

- The data storage solution should include the ability to limit storage space by file share or AD group.
- The data storage solution should include the ability to view and export data usage information by file share or AD group.

The above scope of work is contained within the attached Invoice Quote #: 060618-1 for a total of \$29,602.35.

County of Inyo

168 N Edwards St
Independence, CA. 93526

Contact: Scott Armstrong
Phone: 760-878-0390
Email: sarmstrong@inyocounty.us



48383 Fremont Blvd, #122
Fremont, CA 94538
Date: 06/06/2018
Quote #: 060618-1
EAM: Mitch Livingstone
Phone: 510-403-7527
Email: mitchl@kiscc.com

QUOTE VALID FOR 30 DAYS			
DESCRIPTON	QTY	PRICE	EXT. PRICE
OneBlox 4312 2x10GbE SFP+, 2x1GbE, NBD Srvc, 3 Year Warranty	2	\$ 6,549.00	\$ 13,098.00
OneSystem & OneBlox 4312 Business Hour Support, NBD Service, 3YR	2	\$ 2,263.00	\$ 4,526.00
OneBlox 4312 Remote Replication 3 Yr	2	\$ 999.00	\$ 1,998.00
Qty 12 x 8TB HDD, 3 Yr Warranty, 32 TB Free	2	\$ 4,021.00	\$ 8,042.00

Inside Sales Support
sales@kiscc.com
510-403-7500

Subtotal: \$ 27,664.00
Tax: \$ 1,638.35
Estimated Freight \$ 300.00
TOTAL: \$ 29,602.35

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Sable Computer, Inc. (KIS)
FOR THE PROVISION OF Data Storage Solution Project **SERVICES**

TERM:

FROM: June 13, 2018 **TO:** June 12, 2019

SEE ATTACHED INSURANCE PROVISIONS

Attachment B
to Standard County Contract No. 113

Insurance Requirements for IT/Technology Professional Services

IT 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. IT Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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, including products and completed operations, property damage, bodily injury and 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** 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. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:
 - b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement

value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor.

- c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2— the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Other Insurance Provisions

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

Additional Insured Status

The County, 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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such

insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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



County of Inyo
Request for Proposals (RFP)
RFP-IS-1804

Data Storage Solution Project
April 2018

Project to design and deliver a data storage solution for the County that provides sufficient data storage for the next 3 years.

Submit Proposals to:

sarmstrong@inyocounty.us

Date Released:

April 30, 2018

Submittal Deadline:

May 11, 4:30 p.m.

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I. Introduction

County of Inyo Data Storage Solution Project

The County of Inyo is soliciting proposals from firms with demonstrated data storage experience to design and deliver a data storage solution for the County that provides sufficient data storage to support our increasing data storage needs for the next 3 years and is easily expandable beyond that. The data storage solution should replace at least 10 existing file servers that have 5TB of combined usable data storage capacity with a single solution or device that provides at least 20TB of usable storage capacity.

II. Background

The County of Inyo is a governmental organization

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

According to census information, the population of Inyo County in 2013 was estimated to be 18,467 and showed an increase of 2.9% over the 2000 census. The census also reports a median household income of \$45,000 or 27% below that of the California median, and a median value of owner-occupied homes of \$246,200 or 36% below that of the California median. Census data indicates 7,910 Inyo County households in 2012.

While the County seat is located in Independence, the population center of the county is approximately 45 miles to the north in Bishop, California. The City of Bishop is the County's only incorporated City, and covers an area of approximately two-square miles with a population of nearly 4,000 residents. Bishop and its immediate suburbs host a population of approximately 12,000.



The County of Inyo governmental organization is the county's largest single employer with approximately 460 employees.

Description of the Current Data Storage Environment

The datacenter is very traditional with no production virtualization. Departmental networked file storage is predominantly provided by individual file servers specific to a department. Applications hosted in our datacenter use storage internal to the servers running the applications. Backups and archives are written to backup tapes and stored off site.

Shortcomings of our Current Data Storage Environment

The purpose of this project is to correct the shortcomings of our existing current data storage environment. The most notable shortcomings of our current data storage environment include:

- Our data storage needs continue to grow, and as a result, most of these old file servers will need to provide more than double the current storage in the next two years.

- 10 of our file servers, providing approximately 5 TB of storage, are old and need to be replaced.
- The 10 files servers that need to be replaced are each 2U in size, occupying more space and generating more heat than a consolidated data storage solution.
- Increasing storage for departments in the past would typically require replacing a server.

III. Scope of Work

Project Deliverables

- Data storage solution or device that has at least 20TB of usable storage capacity and is easily expandable.
- On-site installation, configuration and management support, including the configuration of shared volumes to replace those currently on the 10 old file servers.
- Configuration and management documentation.
- In-person configuration and management training and knowledge transfer.

Technical requirements

- The data storage solution must be able to easily present networked file shares to users and groups in an Active Directory (AD) environment.
- The data storage solution must be able to set share permissions based on AD groups.
- The data storage solution must be able to recover from the failure of at least a single hard drive without service interruption.
- The data storage solution must be able to recover any data written to the system prior to an enclosure failure without having to resort to a backup.
- The data storage solution must include a backup or export option.

Functional Requirements

- The data storage solution should include the ability to limit storage space by file share or AD group.
- The data storage solution should include the ability to view and export data usage information by file share or AD group.

IV. County Information and Responsibilities

Administrative Information

The County of Inyo Information Services Department, through the Office of the County Administrator, is sponsoring this project, and the County of Inyo Information Services Department is managing the project. Respondents are specifically instructed to not contact any elected officials or other County employees for meetings, conferences or discussions related to this RFP. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response.

Inquiries and County Project Contact

Scott Armstrong, Information Services Director
County of Inyo
P.O. Box 477
Independence, CA. 93526

Phone: 760-878-0390
Fax: 760-872-2712
Email: sarmstrong@inyocounty.us

All inquiries should be directed in writing via email to Scott Armstrong, Director of Information Services, County of Inyo. The closing time for inquiries related to this RFP is May 9, 4:30 p.m. All inquiries and the associated County responses will be posted on the County website. Interested parties are cautioned that the opportunity to obtain additional information should not be viewed as a sales presentation opportunity.

Rights of the County

The County retains sole discretion regarding every aspect of the RFP evaluation and selection process. The County reserves the right to, but is not limited to:

- Select the proposal for contract award
- Accept other than lowest offer
- Reject any or all responses without cause
- Reject all responses and seek new responses when such action is judged to be in the best interest of the County
- Request and receive additional information as the County believes is necessary, and disqualify any respondent and reject any responses for failure to promptly provide such additional information
- Request additional information or clarification from respondents, or allow corrections of errors or omissions
- Postpone or extend the RFP deadline for its own convenience or benefit
- To disregard all non-conforming, non-responsive or conditional proposals
- Approve or disapprove sub-contractors
- Waive technical defects in responses and to accept the response which, in the sole judgment of the County, is in its best interest
- Negotiate with any and all respondents
- Change the amount of funding available
- Enter into a contract with another respondent in the event the originally selected respondent fails to execute a contract with the County
- Reject any or all proposals or portions thereof, and to reduce the scope of the Project

V. Responsive Proposal

Deadline

The deadline for submitting a proposal for the Data Storage Solution Project is May 11, 4:00 p.m.

Proposal Format

Use the following format in developing a proposal in response to our request for proposals. You can include additional information that you feel is relevant, but the evaluation team will evaluate your proposal based on the criteria and requirements identified in this RFP.

- Identify clearly on the cover that your proposal is for the Data Storage Solution Project to design and deliver a Data Storage Solution for the County of Inyo, California.
- Describe how you will satisfy each of the three sections in the Scope of Work.
- Develop a project plan with staff resource scheduling and a timeline.
- To demonstrate qualifications and experience:
 - Include at least 3 customer references with email addresses and phone numbers.
 - Briefly identify how long your company has been in business and how many storage solutions similar in size to our solution that your company has delivered.
- State whether you will be able to enter into a Standard County Contract #113 (Exhibit A to this RFP).
- Identify Project Costs
 - Itemize and summarize the different types of costs.
 - Indicate the total cost for the entire project.
 - Identify the major project milestones associated with the timing of payments.
 - Itemize and summarize any ongoing costs, fees or charges.
- The proposal should be delivered in a digitally readable format, preferably as a PDF file.

Use of Proposals and Respondent Guarantees

The respondent's proposal submitted in reply to this RFP acknowledges that the rights have been reserved to include the selected respondent's proposal or any part or parts of the selected respondent's proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP. All proposals submitted shall be valid for a period of 120 calendar days from the date of proposal opening.

Standard County Contract

The respondent selected for contract award will be required to enter into a contract with the County of Inyo using the County of Inyo Standard Contract #113 (Exhibit A to this RFP). Identify any requested exceptions to the contract in the response to this RFP. Only exceptions identified in the submittal responses to this RFP will be considered during contract negotiations with the selected vendor.

Obligations Assumed by Submitting a Proposal

By submitting a proposal, the respondent certifies that:

- Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.
- The respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work;
- The respondent has made themselves familiar with all Federal and State Laws, local laws, ordinances, and regulations which in any manner affect the project work or the delivered product.
- The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other respondent.

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

No contract shall be considered binding upon the County until the County Board of Supervisors has made a final award and executed the contract. The County is interested in working with a respondent able to initiate the project immediately following successful contract negotiations.

Failure to Execute Contract

Failure to properly execute and deliver the contract within thirty (30) days as specified, at the County's discretion, may be cause for cancellation of the award.

In the event the award to the successful respondent is cancelled, the award may then be made to the next highest ranked responsive and responsible respondent, and such respondent shall fulfill every stipulation embraced herein as if the original party to whom the award was made; or the County may reject all of the proposals, as its interest may require.

Insurance and Bonds

The successful respondent shall procure and maintain insurance as specified in Attachment B to the Standard Contract #113, and with the provisions specified in said Attachment B.

Respondent Competency

The County may make such investigation as it deems necessary to determine the ability of the respondent to perform the work. The County may require the respondent to present satisfactory evidence that it has sufficient experience and skilled workers to complete the work. The County will use the forgoing information, if required, as an aid to selecting a proposal for contract award. Nothing contained in this section shall be construed as depriving the County of its discretion in the matter of selecting a proposal for contract award. The County reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the Project.

Prime Contractor Responsibility

Any respondent's proposal that includes equipment, software or services that are marketed, supported or supplied by other companies or individuals must contain a statement that the respondent will act as the prime contractor for the entirety of project, not limited to the development, design and delivery of the project.

Legal Address

The address given in the proposal is hereby designated as the legal address of the Respondent. Such address may be changed at any time by notice in writing via email delivered to the County Project Contact. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper, directed to the above named address of any notice, letter, or other communication to the Respondent shall be deemed to be a legal and sufficient service upon the Respondent.

VI. Evaluation and Selection

Selection and Award of Contract

The Contract award will be based on “best value.” The County’s evaluation team will evaluate all of the relevant factors, including responsiveness to the proposal requirements, qualifications of the proposer, the proposer’s history in providing the service and any other reasonably established factor necessary to determine what proposer will provide the “best value” to the county.

As soon as practicable after evaluation and ranking of the proposals, selection of the top finalist, and contract negotiations resulting in a signed contract with the vendor, the contract will be presented to the Board of Supervisors for award at its sole discretion, contingent on funding. The contract instrument will be a Standard County Contract form #113.

In the event the County is unable to negotiate a contract with the top finalist, the County may, at its sole discretion, negotiate a contract with another respondent, or choose not to award the contract, or put the proposal out to bid again.

Ranking

A team selected by the County will evaluate all proposals deemed responsive to the request. The proposals will be ranked based on an analysis conducted by the evaluation team. The top ranked respondents will be deemed finalists and may be asked to meet in person as a means of further evaluating the respondent’s claims provided in the proposed solution.

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

Evaluation Criteria

No commitment will be made to select a respondent’s proposal solely on the basis of price. Cost is an influence, but is not in the evaluation criteria. The County will evaluate the detail substantiating the general estimated costs provided including development, design and delivery costs.

The primary basis for selection will be the proposed solution’s ability to meet the County’s project goal and associated requirements; however, consideration will also be given to overall value, as well as to the respondent’s reputation and ability to be a strong business partner.

Responses to this RFP will be evaluated according to the following criteria:

Proposal Evaluation Criteria	100 Points
Completeness of Response	Pass/Fail
Ability to Satisfy the Scope of Work, Deliverables	20
Ability to Satisfy the Scope of Work, Technical Requirements	25
Ability to Satisfy the Scope of Work, Functional Requirements	25
Project Plan for Data Storage Solution Implementation	15
Qualifications and Experience	15
Ability to enter into County of Inyo Standard Contract #113	Pass/Fail

VII. Project Funding for the Data Storage Solution Project

We will need to request funding approval specifically for the Data Storage Solution Project. The full scope of the delivered Data Storage Solution Project must be completed within the identified project budget.



***OneBlox template for
Tender proposals***

<i>Contacts</i>	
Brian Catalano Brian.catalano@storagecraft.com Phone : 925.428.2893	Mitch Livingstone Mitchl@kiscc.com Phone : (408) 717-2141
File reference : Company name : County of Inyo	

This document has been produced for StorageCraft's partners only to submit storage proposals. The content is confidential and can not be shared with third parties without the explicit consent from StorageCraft.

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1. StorageCraft brief introduction

The StorageCraft family of companies, founded in 2003, provides top-notch data management and protection products and solutions for the next-generation hybrid data center, be it on-premises or in the cloud. We serve organizations of all sizes, with millions of servers protected and several petabytes of data under management. www.storagecraft.com

2. Exablox acquisition by StorageCraft – January 2017

StorageCraft Technology Corporation and Exablox Corporation joined forces today to completely focus on helping businesses analyze, protect, and store their data. The new entity is the first company to bring together a new approach that recognizes the disappearing lines between primary and secondary storage as well as between data availability and data protection.

“StorageCraft continues to build its portfolio to fuel hyper-growth,” said Matt Medeiros, CEO of StorageCraft. “By adding Exablox’s converged mid-market storage technology we go from being a leader in business continuity to a leader in the data management market. Our customers’ businesses operate non-stop. At the same time that their data volumes are exploding, their uptime requirements are becoming more stringent. We now have the unique ability to address both of these problems and to do so with a solution that has groundbreaking scalability.”

Exablox, based in Sunnyvale, California, produces flash and HDD based scale-out NAS storage solutions using an innovative object storage architecture. Exablox’s customers include top Fortune 500 companies, prestigious research and educational institutions, leading technology innovators, and government entities.

StorageCraft, a global company based in Utah, provides award-winning backup and recovery solutions that make the company a leader in business continuity. It goes to market through a highly-developed and well-trained IT channel and managed service provider network.

This acquisition provides the current and future customers of the combined company with a complete and competitive family of enterprise products for analyzing, protecting, and storing information, including:

Data Analytics – provides an intelligent, tiered data architecture that enables the identification and prioritization of critical data for protection and performance. It also identifies gaps in endpoint protection.

Data Protection – implements data protection policies that offer the industry’s best and most reliable recovery mechanisms. Frequent backups and efficiently-located mission-critical data minimize recovery time and maximize uptime.

Data Storage – delivers the ability to store all tiers of data with infinite scalability. The object-based storage appliance solves businesses' common storage pain points of complex installation, cumbersome management, limited capacity and forklift upgrades.

Last October, StorageCraft announced a distribution agreement with Exablox based on the complementary benefits of the two companies' products. Exablox's OneBlox® scale-out storage solutions provide customers with advanced file serving capabilities for primary and secondary storage, including continuous and unlimited snapshots, inline deduplication, compression, and offsite replication. Customers can start with a single high-performance OneBlox, and expand beyond petabyte scale by adding additional OneBlox units. When combined with StorageCraft's ShadowProtect® software, customers can protect desktops, physical, and virtual infrastructure with fine-grained RPOs and high-performance recovery—all in a single solution. StorageCraft's unique hardware and hypervisor-independent recovery solution ensures rapid return to service without the need to re-create an exact replica of the failed infrastructure. These products are available now.

"As a fast-growing scale-out storage company, our customers use OneBlox for both high-performance scale-out primary storage as well as for secondary applications," said Douglas Brockett, CEO of Exablox. "As customers' business requirements have changed, they're looking for a single architecture that has the capability to serve in both roles. Joining forces with StorageCraft allows us to deliver a more powerful solution with increased data protection and analytics capabilities for our customers."

That sentiment was endorsed by Bob Freeman, system administrator, State of Oregon Department of Administrative Services, which is a long-time StorageCraft and Exablox customer. "Our environment places complex and ever-changing demands on IT infrastructure. Navigating these challenges calls for a feature-rich storage solution with infinite scalability and the ability to access information whenever and wherever it is needed—regardless of disruptions. The StorageCraft and Exablox combination delivers both of these data management needs effectively and efficiently."

Mr. Brockett will remain with the company as president and report directly to Mr. Medeiros. Exablox customers and partners will continue to be supported by their existing contacts to ensure a seamless transition.

The acquisition of Exablox follows StorageCraft's September 2016 purchase of file-analytics company, Gillware Data Services, which added unique data-intelligence technology to StorageCraft's portfolio.

About StorageCraft Technology Corp.

The StorageCraft family of companies, founded in 2003, provides award-winning backup, disaster recovery, system migration and data protection solutions for servers, desktops and laptops in addition to powerful data analytics. StorageCraft delivers software products that reduce downtime, improve security and stability for systems and data, and lower the total cost of ownership. For more information, visit www.storagecraft.com.

StorageCraft and ShadowProtect are trademarks of StorageCraft Technology Corp. Other company and product names may be trademarks or registered trademarks of their respective owners.

About Exablox

Exablox is the company reimagining storage. Exablox solves businesses' runaway storage costs and information management nightmares by providing a cloud-managed, scale-out, object-based solution

that is affordable and easy to use. OneBlox is an inclusive storage offering that combines an elegant hardware architecture and integrated, enterprise-grade software, including inline deduplication, continuous data protection and disaster recovery. Exablox's innovative approach to storage has led to widespread customer traction across verticals including higher education, healthcare, insurance and the legal as well as Fortune 500 companies.

3. KIS Computer Center Brief Introduction.

KIS provides a range of professional services covering nearly the entire breadth and depth of the Enterprise Information Technology portfolio. Our services are geared to support organizations of any size.

KIS is organized into practice areas centering on the various I.T. disciplines, areas and solution manufacturers. Our practice areas include virtualization of the datacenter and desktop with solutions from VMWare, Citrix and Microsoft; infrastructure including network switches and routers; security including firewalls, IDS/IPS, SEIM and assessments; datacenter technologies including servers, storage, UPS and racks; audio-visual and communication solutions including digital signage, room control systems, IP cameras, and VoIP solutions; Cloud solutions including a KIS hosted / managed cloud and migration support to Azure, AWS, Google and Office 365 platforms; structured cabling installation; onpremises technology support including desktops and printers; and I.T. project management.

For each engagement, a "virtual team" of engineers and technology resources is assembled from each applicable practice area to meet the specific needs of each client engagement. This approach allows technical coverage of projects involving any, some, or all of these technologies.

Storage, Backup and Disaster Recovery is covered as a cross platform practice / discipline. Pretty much all practice areas need storage of some sort, with backup and Disaster Recovery of the key data. Such that is built into that practice areas regular focus and offering. This way, it doesn't really have its own practice area, it is part of all practice areas. Over the 30 + years of business we have been running, we have touched most if not all Storage arrays and Storage Companies, such that we can recommend for each individual company, what really might be best for them.

Recently KIS was awarded CIO Magazine's Top 20 Virtualization Service providers award for North America. Alongside us in the Top 20 list is Microsoft, SAP, etc... some fairly large and formidable virtualization developing corporations.

4. OneBlox customer references

With OneBlox's technology we've achieved a new level of data protection, scalability, and peace of mind. We can't recreate the data our researchers generate, and it needs to be stored in perpetuity, so data protection is absolutely critical for us. Not only are we protecting our VMware infrastructure with Veeam and OneBlox, we have been using OneBlox to protect departments' primary research data."

Brandon Savage, MIT's Plasma Science and Fusion Center

"I was very concerned that we were going to buy a product that I would sell to my manager, my director, my CIO, that we were going to bring in, it is going to **cost \$150,000** and 9 months down the road, oops, we undersized it. Tomorrow you don't know what is coming down the road... OneBlox marketing claims it takes 5mns to set up, and this is true..." <https://vimeo.com/126227316>

Tom Randazzo, Senior Systems Administrator, Santa Clara University (

Very good overall experience. Exablox was an unknown vendor to us at the start of our project to explore long term disk-based backup storage, but they have proven to be an extremely able partner. Personal interaction and attention to the details of our particular implementation have been top notch. We were able to access two separate rounds of demo gear for long time windows to fully test this solution before committing to the purchase. The ability to choose our own storage media and flexibly expand both disk sets and storage nodes is extremely useful. This solution has less than 1/5 the cost of more well-known products from vendors like Dell EMC while exceeding their performance capabilities.

Infrastructure and Operations Manager, Transportation Industry

My overall experience has been very positive. There is elegance in simplicity and Exablox has captured that. Implementation is very straight forward and documentation was complete from start to finish. Our primary use for Exablox is for a backup repository. With the introduction of Exablox in our environment all facets of our backup infrastructure has improved. And I have also reclaimed much needed time that was spent on our legacy backup system. The reliability has been tremendous, we perform restores quite often and I have yet to have a restore I was unable to deliver. We have had some issues with units upgrading that would not report back to the ring but that was always resolved very quickly by support. I cannot speak enough about support the dedication and commitment is incredible. The only other real issue we have encountered was with replication. We have a very high change rate and replication was having some issues keeping up. Support worked with me directly to gather the necessary information and within a few months fixed the replication issue we had. Since then I have had no issues with our units.

Infrastructure and Operations Manager, Services Industry

Read more comments: <https://www.gartner.com/reviews/market/distributed-file-systems-and-object-storage/vendor/Exablox-Acquired-by-StorageCraft>

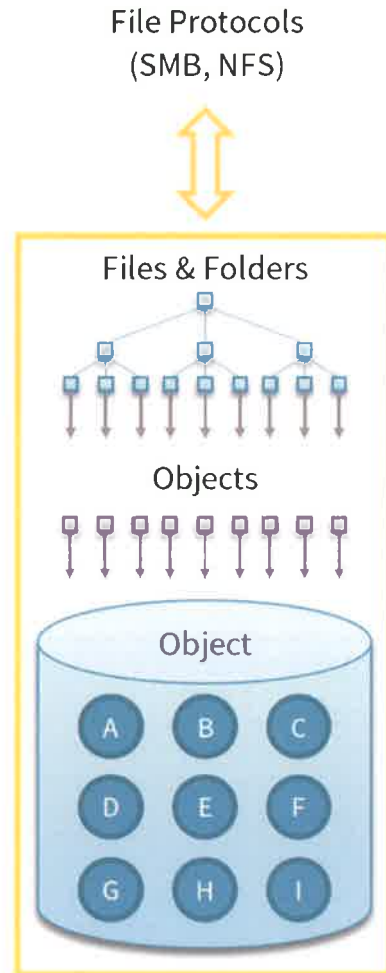
5. Object based storage

OneBlox is reimagining storage by integrating a flexible object storage back-end with industry-standard client protocols. The connected clients see a file server, but data is protected and managed using state-of-the-art object storage. OneBlox can be accessed with standard NFS and SMB protocols bringing the best of both worlds together.

With OneBlox, industry-standard network-attached storage protocols like NFS and SMB are completely integrated with the object storage layer and with each other. Multiple OneBlox are organized into a Ring, with data and access distributed across all participating OneBlox. Regardless of the protocol used, data is stored and accessed through the unified object store. This means that NFS (UNIX) and SMB (Windows) have access the same pool of storage capacity and IT organizations can seamlessly create NFS or SMB shares satisfying a variety of applications accessibility requirements.

A cryptographic hash is generated for each 32 KB data chunk stored, uniquely identifying it in the object store and enabling advanced features. Hashes can be compared on write and read to ensure data integrity, and data can be de-duplicated in-line to increase storage capacity efficiency. OneBlox does not require a separate metadata server like some object stores, and the hash lookup is accelerated with flash storage rather than expensive system RAM.

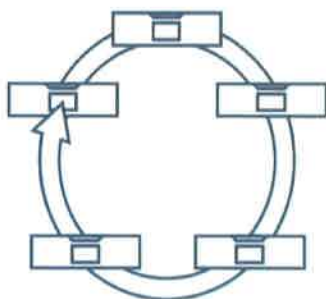
The OneBlox object store gives some other unique advantages as well. Storage management is simplified, since the entire OneBlox Ring(s) is managed as an entity through OneSystem, our cloud-based management service. OneBlox is flexible enough to support a Ring with varying storage capacity in each OneBlox and even varying hard disk drive capacities optimally. Customers can use whichever drives are available and the system will correctly protect and balance data access across them.



6. OneBlox Features

StorageCraft OneBlox is a scale-out storage solution that is an on-premises hardware appliance. OneSystem is an enterprise-grade cloud-based storage management service. At the core of OneBlox is a patented distributed object-based file system that provides universal data access by presenting a NFS/SMB file share to users and applications.

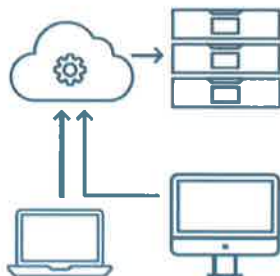
a) Scale-out



- Non-disruptively scale performance by simply adding additional OneBlox into a cluster with zero configuration
- Add capacity granularly and have the aggregate capacity quickly and easily available for applications and users
- Grow capacity on demand with no upfront investments

Multiple OneBlox appliances can be aggregated into a single clustered ring by simply powering them up on the same LAN. They automatically discover the other OneBlox appliances and join the ring with zero-configuration. Once nodes are clustered, not only does OneBlox automatically redistribute any data objects across the ring, it presents all the aggregated storage capacity in the same global namespace. When either a disk or a new node is added, the current network share expands automatically and non-disruptively to include the new capacity. There is no need to manually manage storage pools, RAID sets, manage volumes or migrate data to consume the increased capacity.

b) Cloud-managed



- OneSystem is an innovative, multi-tenant, public or private cloudbased management service
- Enables storage admins to manage their on-premises OneBlox from any browser
- Enables a simplified storage management workflow that

OneBlox provides OneSystem – an innovative, multitenant, cloud-based management service – that eliminates the need for dedicated servers and software on the customer premises to manage storage.

OneSystem allows for ubiquitous accessibility and simplified storage management workflow. With OneSystem, there is no need to install local storage tools or configure VPNs for remote management access. OneBlox administrators simply log into OneSystem from any browser and manage their on-premises OneBlox systems. Management workflow is visual, point-and-click, drag-and-drop and directly actionable. An intuitive browser interface is used to configure new shares, users, groups, integration with Active Directory, and setting up disaster recovery. OneSystem proactively tracks and monitors the usage, capacity and health, and issues alerts if necessary.

c) Management Simplicity



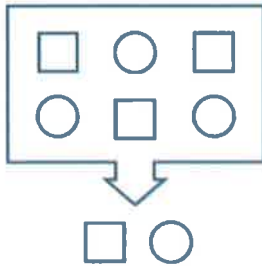
NO RAID, NO VOLUME, 0 LUN

- Object level and ring-level replication protects data from two disks or two OneBlox failures
- Provisioning of additional capacity is nearly instantaneous since there is no RAID, volumes, or LUNs to configure
- Failed disks (or OneBlox) can simply be removed and replaced with no disruption to data services

The engine that drives OneBlox storage appliance is a distributed object-based file system, which provides ubiquitous data access by presenting a CIFS/SMB or NFS file share to users and applications.

Object level replication protects data from disk or node failures while eliminating the need for legacy RAID protection schemes. Provisioning is instantaneous since there is no RAID, volume or LUNs to configure. Data replication is in real time and by default, in triplicate. If there is more than one node in the local cluster called a “ring”, it ensures that at least one of the replicates is on a different node. Failed disks (or nodes) can simply be removed and replaced with no disruption to data services to the application and users — OneBlox will dynamically re-replicate all the objects on the node as needed to maintain the appropriate protection level. There are no vulnerable or offline rebuild windows as with legacy RAID approaches and no worrying about LUNs or volume sizes.

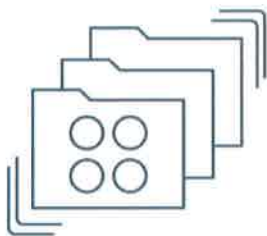
d) Inline De-duplication



- Inline de-duplication is automatically performed across the global file system with no configuration questions to answer or no management overhead
- Achieve data reduction up to 20X resulting in a smaller storage capacity footprint

OneBlox includes inline data deduplication and compression to dramatically improve storage utilization that helps lower costs. It applies deduplication for all written data with no questions to answer, no radio buttons to click and no management. The deduplication is performed across the entire ring or global namespace, and compression to user-selected shares which significantly reduces the total storage space required.

e) Continuous Data Protection (CDP)



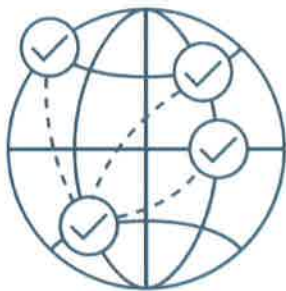
- Advanced Continuous Data Protection (CDP) automatically captures file writes into with zero configurations to the system

- Quick online recovery of previous versions of files from space-optimized snapshots without time-consuming restores from backups

In addition to the ring level replication, OneBlox provides advanced continuous data protection in the form of automatic snapshots. At any point, an immediate online recovery of previous versions of a file can be achieved without time-consuming restoration from backups. Users

can easily find and recover files themselves by navigating through a dedicated “Snapshots” folder through Mac Finder or Windows Explorer. The snapshots are deduplicated against the primary data as well as compressed to keep the storage requirements low, are directly accessible and cannot be modified.

f) Cost-effective Remote Replication



- Protects against failure of an entire ring or site

- Primary and secondary sites share a global namespace giving users and apps easy access in the event of a failure

- WAN bandwidth is optimized as OneBlox replicates only the changed and de-duplicated information

OneBlox also offers cost-efficient, real-time, cross-site replication for disaster recovery to protect against failure of an entire ring or site.

Since the data is already compressed and deduplicated with only incremental changed objects needing remote replication, WAN usage is optimized.

7. OneBlox 4312 specifications

a) Select Recommended Drives for OneBlox 4312

This document provides some examples of recommended drives for use with OneBlox based on different capacity requirements. This is not an exhaustive list. Currently over 50 different make, model, and capacity SAS/SATA drives are being successfully used with OneBlox. OneBlox's unique architecture enables customers to often select the drive of their choice. With OneBlox 4312 8TB drives are now supported.

A few things to note:

- For smaller configurations of 8-12 drives in a OneBlox ring, it's better to have similar, if not identical, capacity drives in the ring. As the number drives increase in the ring, the flexibility increases over time to mix different capacity drives.
- There's a good series of blog posts from BackBlaze highlighting drive failure rates from a sampling of over 20,000 drives in their data center over the years. It can be found on BackBlaze's web site. "
- With the 4312, higher performing drives will make a difference in application performance, including the number of drives/spindles within each OneBlox. This is true for both IOPS and throughput. If possible, select 4KN format drives. They will perform better than the 512E format drives, but the 512E drives will work fine.
- Customers should consider the tradeoff of performance and cost when selecting drives for the 4312. Nearly any SATA II, SATA III, and SAS drives between 1TB and 8TB in capacity are supported. Please note SATA I drives are NOT supported with the 4312. HGST 8TB Helium drives and Seagate 8TB SATA drives are supported. However, Seagate 8TB Active Archive SMR drives are currently not supported. These drives were designed for different application workloads.
- Please note that the manufacturers change the model numbers frequently and may have country specific model numbers that are not included below. The referenced model numbers are not the only models that will work with OneBlox

Large Capacity Drives

Manufacturer	Capacity/Type	Type/Model #	Price
HGST	8 TB	SAS HUH728080AL4204	~\$565
HGST	8 TB	SATA HUH728080ALN604	~\$485
Seagate	8 TB	SAS ST8000NM0065	~\$480
Toshiba	6 TB	SAS MG04SCA60EE	~\$370
Toshiba	6 TB	SATA HDWE160XZSTA	~\$240
HGST	6 TB	SAS HUH728060AL4204	~\$325
HGST	6 TB	SATA HUH728060ALN604	~\$240
Seagate	6 TB	SAS ST6000NM0014	~\$315
Seagate	6 TB	SATA ST6000NM0004	~\$240

Enterprise Capacity SAS Drives

Manufacturer	Capacity	Type	Price
Toshiba	4 TB	SAS	~\$230
HGST	4 TB	SAS	~\$230
Seagate	4 TB	SAS	~\$200

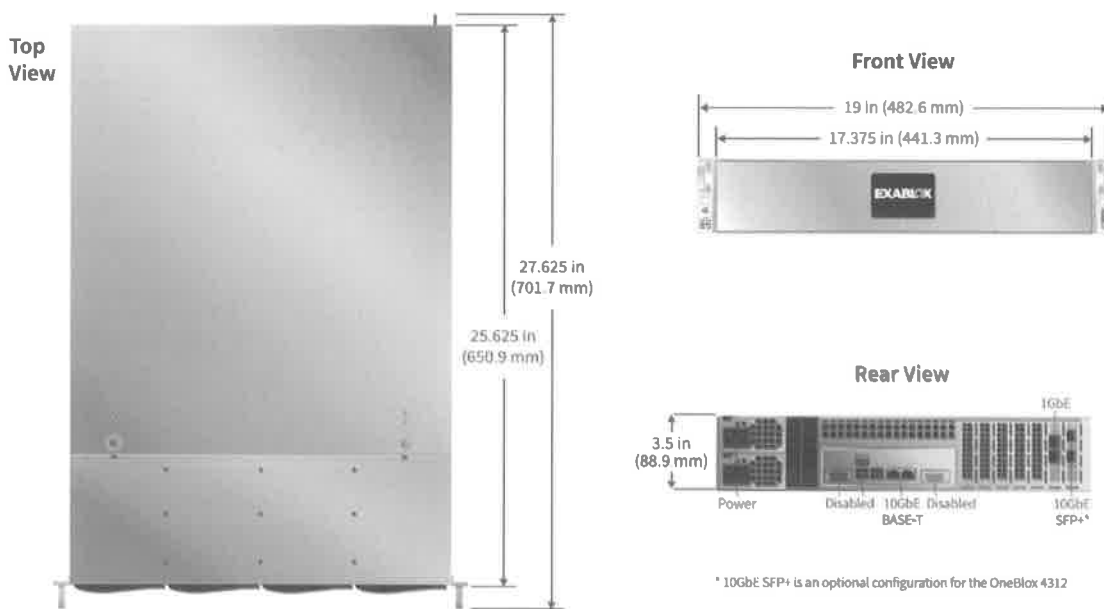
Workgroup Capacity SATA Drives

Manufacturer	Capacity	Type	Price
Toshiba	4 TB	SATA	~\$130
HGST	4 TB	SATA	~\$160
Seagate	4 TB	SATA	~\$130

b) OneBlox 4312 technical specifications

System Input Requirements	100-240 V AC, 10.7 – 4.2A max
Power Supply	Dual output power 920W; output voltages +12V (75A), +5Vsb (4A)
Thermal Rating	900 BTU/hr, 270W (typical)
Weight (empty, no disks)	52 lb. (23.6 kg)
Space Requirements (W x H x D)	19 x 3.5 x 27.625 in. (482.6 x 88.9 x 701.7 mm); 2 rack units
Hard Drive Bays	12 x 3.5" drive slots, hot swappable
Hard Drive Type	3.5" SATA II and III (3 Gb/s and 6 Gb/s) / 3.5" SAS (6Gb/s and 12 Gb/s)
Max Raw Capacity	96 TB (12 disks rated at 8 TB each)
Operating Temperature and Humidity	10° C to 35° C (50° F to 95° F); 8% to 90% relative humidity, non-condensing
Non-operating Temperature and Humidity	-40° C to 60° C (-40° F to 140° F); 5% to 95% relative humidity, non-condensing
Operating Acoustic Noise	56.5 dBA sound pressure (LpA) at normal operating conditions (at 22°C and at sea level)
Cooling	Three variable-speed fans
File Service and Other Protocol Support	SMB (1.0, 2.0, 2.1, 3.0); NFS v3
Gigabit Ethernet Ports	2 x 10GbE BASE-T; 2 x 1 GbE BASE-T; 2 x 10GbE SFP+ (optional)
USB Ports	2 x USB 2.0; 2 x USB 3.0
Virtual LCD Screen	Accessible through web browser
LED Lights	Blue and red activity and status LEDs on each drive bay door
Electromagnetic Emission and Compatibility	FCC Class A, EN 55022 Class A, EN 61000-3-2/-3-3, CISPR 22 Class A
Safety and Quality	CSA/EN/IEC/UL 60950-1 Compliant, UL or CSA Listed (USA and Canada), CE Marking (Europe)

c) OneBlox 4312 dimensions



A current OneSystem subscription is required for each OneBlox deployed within an organization. Without a current OneSystem subscription, OneBlox and OneSystem will not be supported and the organization's OneSystem account may be deactivated. Organizations will still have read/write access to the storage, but no ability to manage OneBlox or make configuration changes (e.g., Active Directory, remote replication failover, etc).

OneSystem 24x7 Service and Support

OneSystem 7 x 24 Service and Support includes the following:

- Subscription to OneBlox firmware updates and upgrades
- Around the clock technical support
- Customers may contact StorageCraft support via phone, through email (support@exablox.com), or by submitting a web request
- Submitted requests will be responded to within 4hours.
- Hardware Replacement – next business day (OneBlox 4312, 5210 and drives) or 4 hour onsite service (OneBlox 5210) of defective hardware

Approved OneBlox 4312 and drives RMA requests will be delivered next business day in the United States, the European Union, and Australia. Customers outside of these geographies, the delivery time will be 2-4 days depending on the destination country and the associated customs process.

All RMA requests processed after 2pm local time will ship the following business day. The warranty support of OneBlox hardware begins on the date the product ships from distribution

OneSystem Normal Business Hours Service and Support

OneSystem Normal Business Hours Service and Support includes the following:

- Subscription to OneBlox firmware updates and upgrades
- Regional business hours access to technical support
- Customers may contact StorageCraft support via phone, through email (support@exablox.com), or by submitting a web request
- Requests submitted during normal regional business hours (9am – 5pm Monday through Friday for the EMEA region) will be responded to within 4hours
- Requests submitted outside of normal business hours (9am – 5pm Monday through Friday for the EMEA region) will be responded to the following business day
- Hardware Replacement – next business day (OneBlox 4312, 5210 and drives) or 4 hour onsite service (OneBlox 5210) of defective hardware

Approved OneBlox 4312 and drives RMA requests will be delivered next business day in the United States, the European Union, and Australia. Customers outside of these geographies, the delivery time will be 2-4 days depending on the destination country and the associated customs process. All RMA requests processed after 2PM local time will ship the following business day. The warranty support of OneBlox hardware begins on the date the product ships from distribution.

OneBlox delivers the flexibility for organizations to purchase their own drives and mix-and-match them (SATA, SAS) to increase capacity within the same OneBlox and within a OneBlox Ring. The StorageCraft OneBlox NBD hardware replacement service does not cover HDD and SSD drives that have not been purchased from StorageCraft; customers will need to contact their disks suppliers in case of a failure or any other technical issues.

Important notes

Customers have 5 business days to return the OneBlox and or drives through the approved RMA process. If shipping notification hasn't been received at the end of 5 business days, StorageCraft may invoice or charge the customer for the purchase of OneBlox or drives.

The approved RMA OneBlox and drives must be packaged appropriately in StoreCraft provided packaging to ensure the hardware is not damaged during shipping. If OneBlox and or drives are received in anything other than the original packaging, the customer may be liable for any shipping damage.

8. Architecture proposal

We are proposing 2 options based on your storage capacity and growth needs

Option 1) provides 24TB usable 1x4312 (12x6TB HDD) 3year warrenty and S&M

- \$15,480

Option 2) provides 32TB usable 1x4312 (12x8TB HDD) 3year warrenty and S&M

- \$16,880

9. Specific Customers Requirements

Data storage solution or device that has at least 20TB of usable storage capacity and is easily expandable.

Provided 2 options with at least 20TB of useable storage that is expandable.

· On-site installation, configuration and management support, including the configuration of shared volumes to replace those currently on the 10 old file servers.

We can provide onsite installation, configuration and management to create the new shares and ensure the solution is setup to meet expectations. We have included a line item that covers

· Configuration and management documentation.

OneBlox and OneSystem User Guide is available here:

<https://support.storagecraft.com/s/article/storagecraft-oneblox-and-onesystem-user-guide>

· In-person configuration and management training and knowledge transfer.

This will be included with the onsite implementation/configuration. Exhibit attached

Cost for onsite Implementaion is \$2,950 (including all travel expenses)

StorageCraft DR Installation at site:

- Installation of one (1) OneBlox 4312 into a cabinet/rack.
- Installation of twelve (12) 8 TB hard drives.
- Perform upgrade of OneBlox software to latest general release version (as needed).

- Configure appropriate share(s), deduplication, and snapshots to the Client specifications.
- Knowledge transfer and basic training.

Technical requirements

- **The data storage solution must be able to easily present networked file shares to users and groups in an Active Directory (AD) environment.**

You can create shares and present shares to users and groups in minutes with a few clicks. This is a very simple, straightforward process that is completed with the OneSystem GUI.

- **The data storage solution must be able to set share permissions based on AD groups.**

AD security integration is built into the OneBlox solution

- **The data storage solution must be able to recover from the failure of at least a single hard drive without service interruption.**

Redundancy is built into the appliance in multiple layers. The Object Storage always keeps three copies of your data on different hard drives on the appliance which will allow up to 2 hard drive failures at the same time with zero risk of losing data. There is also CDP (Snapshots) taken on the appliance based on the retention schedule that you select that you can restore from.

- **The data storage solution must be able to recover any data written to the system prior to an enclosure failure without having to resort to a backup.**

Data written to the disks is unaffected in the event of an enclosure failure. Disks can be migrated into a replacement/repaired enclosure. A full restore is not required.

- **The data storage solution must include a backup or export option.**

The appliance has the option to replicate to another OneBlox if required. Also, the appliance replicates the data through CDP (Snapshots) on the box. You can define the retention schedule on these snapshots to ensure you are able to restore from specific recovery points.

Functional Requirements

- **The data storage solution should include the ability to limit storage space by file share or AD group.**

You can set quotas on a per share basis through the OneSystem interface in minutes.

- **The data storage solution should include the ability to view and export data usage information by file share or AD group**

Share level storage management includes share level storage capacity reporting.

10. Appendices

a) Quick installation guide of a StorageCraft Oneblox 4312

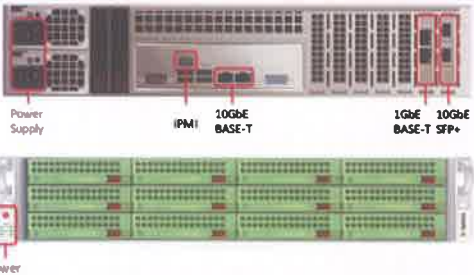
This step by step guide is delivered with the hardware.

1 Insert Disk Drives

- To view the quick start guide online visit <https://exablox.io/4312-QSG>
- Remove the drive carriers and the drive filler with a screwdriver. Insert a disk drive with the circuit board facing down and SATA/SAS connections facing the open end of the carrier. The additional necessary screws are in the Exablox accessory box.
- Ensure all drive carriers are inserted completely into OneBlox for proper airflow. If less than 12 drives are initially installed, additional drives may be added at any time. The disk drives do not need to have identical capacities.


2 Rack, Connect the Power and Network Cables

- To rack mount OneBlox, follow the directions provided with the rack rail hardware in the original OneBlox packaging. Connect both power cords to the OneBlox and into standard 120/220 VAC grounded outlet. Take note of the OneBlox host name (OneBlox4xxxx) located on the rear for use in step 4 and later.
- For 1GbE networks, connect 10GbE and 1GbE Ethernet cables to the rear of the OneBlox. For 10GbE networks, connect only 10GbE BASE-T or 10GbE SFP+ ports. **NOTE:** By default, all ports are bonded using 'Active/Backup' and present a single IP address. Advanced network configuration is an option, including LACP and port groups. Refer to the user guide for more details <https://exablox.io/useinfo>
- Please ensure OneBlox has internet access to OneSystem. If configuring static IP addresses see step 3.
- NOTE:** The IPMI port located on the left and may be used for lights out remote management. You may access it by browsing to `http://<IPMIIPAddress>` and the default user name is 'admin' and default password is 'config', all lower case.



3 Starting Up

- The OneBlox Web Console is viewed through a web browser and used to configure the Static IP address, DNS, NTP Server, bond mode, and other configuration details to meet your network infrastructure requirements.
- While on the same network as the OneBlox, you may view the Web Console by opening a web browser and entering the OneBlox IP Address: <http://<OneBloxIPAddress>>, or by the host name from a Mac: <http://<OneBloxHostName>>
- When logging into the Web Console and changing the network settings, the default user name is 'admin' and default password is 'config'. You will be prompted to change the password when logging in.
- NOTE:** If OneBlox is deployed on a network with no DHCP server, please connect a monitor to the display port and keyboard to view the OneBlox and IPMI IP addresses. Refer to the user guide located at <https://exablox.io/useinfo> for additional information.
- When the startup process is complete, the Web Console will display, "OneBlox is ready to use".
- The OneBlox cluster may be accessed by using the cluster name displayed on the web console. If desired, the cluster name may be changed in OneSystem.



4 Ready to Use

- When you're ready to manage your OneBlox, please create an account at: <https://onesystem.exablox.com>. If a Private OneSystem deployment is selected, please refer to the Private OneSystem deployment guide for details at <https://exablox.io/useinfo>
- For useful and tutorial information visit www.exablox.com/how-to-videos. Release notes and user guide documentation can be found after logging into OneSystem and selecting 'help and info' in the upper right portion of the web browser next to the OneSystem user's email address.
- If you have any questions or problems, visit support.exablox.com or contact us at support@exablox.com.

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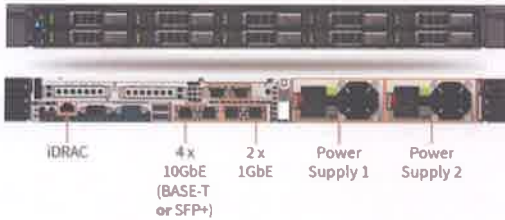
This step by step guide is delivered with the hardware.

1 Insert Disk Drives

- To view the quick start guide online visit <https://exablox.io/S210-QSG>.
- Remove the drive carriers and the drive filler with a screwdriver. Insert an SSD with the circuit board facing down and SATA/SAS connections facing the open end of the carrier. The additional necessary screws are in the Exablox accessory box.
- Ensure all drive carriers are inserted completely into OneBlox for proper airflow. If less than 10 drives are initially installed, additional drives may be added at any time. The SSDs do not need to have identical capacities.

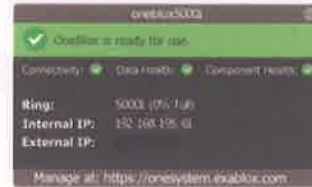
2 Rack, Connect the Power and Network Cables

- To rack mount OneBlox, follow the directions provided with the rack rail hardware in the original OneBlox packaging. Connect both power cords to the OneBlox and into standard 120/220 VAC grounded outlet. Take note of the OneBlox host name (OneBlox5xxxx) located on the pull out service tag below slot 1.
- For 1GbE networks, connect 10GbE and 1GbE Ethernet cables to the rear of the OneBlox. For 10GbE networks, connect only 10GbE BASE-T or 10GbE SFP+ ports. **NOTE:** By default, all ports are bonded using 'Active/Backup' and present a single IP address. Advanced network configuration is an option, including LACP and port groups. Refer to the user guide for more details <https://exablox.io/useinfo>.
- Please ensure OneBlox has internet access to OneSystem. If configuring static IP addresses see step 3.
- NOTE:** You may use the iDRAC port located on the far left for lights out remote management. You may access it by browsing to <http://<iDRAC IP Address >>
- Power on the OneBlox. The startup should be about 5 minutes on a DHCP network.



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- If you have any questions or problems, visit support.exablox.com or contact us at support@exablox.com.

b) FAQs

OneBlox is managed with OneSystem, a cloud-based management platform, will my information be stored in the cloud as well?

Note. All of the information stored in a OneBlox Ring is on the customer's premises. OneSystem has a global view and enables proactive monitoring, reporting, and management, but DOES NOT store any customer data in the cloud.

Does OneBlox deduplication work on a per share level?

No. OneBlox's inline deduplication is at the global file system level. All primary information and snapshots are deduplicated across the entire OneBlox Ring to maximize storage utilization. Moreover, there are no separate deduplication storage pools to manage.

Do snapshots automatically make a copy of the file when changes are made? How do I set the snapshot schedule?

Yes. OneBlox's Continuous Data Protection (CDP) takes an unlimited number of snapshots to ensure information can be recovered from a few seconds ago. The snapshots capture only the parts of a file that changes so there is very little storage overhead. Additionally, all snapshots are deduplicated against the primary storage, and there isn't a separate snapshot storage pool to manage. CDP requires zero-configuration and is enabled by default. No complex scheduling and management.

Do I have to open up any firewall ports for OneSystem access?

Maybe. OneSystem communicates via HTTPS over standard secure HTTP firewall port 443. If your organization enables standard HTTPS web traffic, OneSystem can securely communicate with OneBlox. If you're company has firewall rules in place, please refer to this article on our support site for more information.

Can I still access OneBlox if I lose internet connectivity and am unable to communicate with OneSystem?

Yes. All local access to OneBlox remains intact if the internet connection is disrupted. Users can access, update information, write new information, delete, and recover all of the information stored in a OneBlox Ring without OneSystem connectivity.

If you don't use RAID, how do you protect against hardware failures?

OneBlox uses our own object-based file system which creates 3 copies of every data object to protect against hardware failures. OneBlox then intelligently places these data objects on different drives and/or OneBlox in a Ring. Such a copy/distribution scheme protects your data to the greatest possible extent from either 2 drive failures or even from an unlikely event of 2 OneBlox failures when you have a Ring of 3 or more OneBlox.

When is it safe to remove a drive?

If a drive fails, you may remove it at anytime. If you are proactively removing a drive, ensure OneBlox is not rebalancing the information. There's an alarm declared in OneSystem when this is happening. If you have any doubt, please contact OneBlox support before proactively removing any drives.

What types of drives are supported?

For the 4312 OneBlox, any SATA II/III or SAS drive that is at least 1TB and up to 8TB is supported. The 4312 fully supports up to 12Gb/sec drives. For the 3308 OneBlox, any SATA I/II/III or SAS drive that is at least 1TB and up to 6TB is supported. The 3308 midplane is 6Gb/sec so 12Gb/sec drives are supported, but they will auto-negotiate down to 6Gb/sec.

To date OneBlox has more than 50 different manufacturer, model, capacity combinations disk drives currently used in production with OneBlox. With many PBs of customer deployed storage capacity there are many proven choices for your organization.

What are the fewest number of drives supported with OneBlox?

As OneBlox protects against 2 drive failures, OneBlox requires at least 3 disk drives, each at least 1TB, as a minimum configuration.

Do I have to match the same speed and capacity drives?

No. You can mix and match any speed and capacity drive in the same OneBlox and within a OneBlox Ring.

Do drives autonegotiate to the lowest speed if different speed drives are used in the same OneBlox?

No. Since OneBlox doesn't use legacy RAID, all drives act independently and read/write I/O requests are independently delivered to each drive. Slower drives will not degrade the performance of higher performing drives within OneBlox. With the 4312 OneBlox application performance can be maximized by utilizing high performing drives are used in all of the drive bays within the Ring.

How is the data from a failed drive rewritten to the replaced drive?

Since OneBlox uses our own object-based file system, we forego the lengthy RAID rebuild times. OneBlox knows every object in a OneBlox Ring and knows which drive that object resides on. When a drive fails, OneBlox simply copies those objects from the other two locations to the new replacement drive. Since OneBlox isn't limited by RAID groups, all of the drives are copying only the necessary objects and aren't required to read every sector on the drive, calculate parity, then write the data/parity to the new drive.

Do I need to reserve a spare drive in case of a failure?

Since OneBlox uses our own object-based file system, we forego the lengthy RAID rebuild times. OneBlox knows every object in a OneBlox Ring and knows which drive that object resides on. When a drive fails, OneBlox simply copies those objects from the other two locations to the new replacement drive. Since OneBlox isn't limited by RAID groups, all of the drives are copying only the necessary objects and aren't required to read every sector on the drive, calculate parity, then write the data/parity to the new drive.

Do you support VMware?

OneBlox® scale-out object-based storage solution has got the VMware Ready™ status. This designation indicates that after a detailed validation process, OneBlox has achieved VMware's highest level of endorsement and can be found on the VMware Solution Exchange (VSX)

How many files do you support in a single directory/folder?

For NFS exports, we support more than 30+ million files in a single directory/folder. From an architectural perspective the limit is approximately 1 trillion files per directory.

For SMB shares, and OneBlox 2.6 and later we support approximately 100,000 files in a single directory/folder. A given share may have multiple folders with subfolders. Therefore the total number of files in a directory may exceed 100,000.

Do you support Hyper-V?

No. We currently do not support Hyper-V. We will be supporting Hyper-V in the near future.

Do you support NFS access to a OneBlox Ring?

Yes. OneBlox supports SMB 2.0, 2.1, and 3.0 and NFS v3.



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 – Information Services

FOR THE BOARD MEETING: June 12, 2018

SUBJECT: Authorization to purchase Tech Refresh Computers in an amount not to exceed \$135,076.

DEPARTMENTAL RECOMMENDATION:

Pursuant to the Technology Refresh Initiative, request your Board authorize the purchase of 80 Dell desktop computers with associated peripherals from Strictly Technology, Inc., for \$71,716 and 55 HP laptop computers with associated peripherals from CDW-G for \$63,360, for a combined total of \$135,076.

SUMMARY DISCUSSION:

The FY2013-2014 adopted budget established the Tech Refresh program that planned for the annual replacement of approximately 25% of the technology equipment at the County. This program helps to stabilize the annual computer replacement costs, streamlining the budget planning process and simplifying the upgrade-related processes.

Information Services identified 135 end-user computers that are 4 years old or older, and we intend to replace those computers as part of this Tech Refresh project. We evaluated desktop and laptop computers made by Dell, HP and Lenovo from four different companies, and determined that the Dell desktop computers from Strictly Tech and HP laptop computers from CDW-G would meet our performance requirements at the most reasonable costs.

The computers from CDW-G will be purchased through the California HP Inc NVP Computer Equipment HP contract MNNVP-133 7-15-70-34-001, and the computers from Strictly Tech will be purchased through the Tips Taps Contract #170306 in compliance with section E.III.B.5 of the Inyo County Purchasing and Contracting Policy and Procedures Manual.

ALTERNATIVES: Your Board could choose to not approve the request, to modify the quantities requested, or to direct staff to determine alternate solutions. Not approving this request or modifying the quantities requested, however, would be contrary to the initiative proposed as part of the 2013-14 budget adoption and is not recommended. Directing staff to find alternate solutions would not result in a significantly different recommendation, as Information Services conducted a lengthy, comprehensive and iterative analysis of the system specifications, capabilities and costs.

OTHER AGENCY INVOLVEMENT: The Technology Refresh program affects all General Fund departments and some participating Non-General Fund departments, though not equally each year.

FINANCING: Funding for the purchase of the computers is available in the Board approved FY 2017-2018 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000), and is requested in the same FY 2018-2019 Computer Upgrade budget.

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>6/1/18</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>6/4/2018</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: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



Date: 6/5/2018



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: Motor Pool

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Body Repair to Motor Pool Vehicle

DEPARTMENTAL RECOMMENDATION: Recommend that your Board approve the necessary repair of a Motor Pool vehicle and authorize the Purchasing Department to issue a purchase order in the amount of \$3503.35 payable to Inyo Mono Body Shop of Bishop.

CAO RECOMMENDATION:



SUMMARY DISCUSSION: The Motor Pool vehicle, a 2010 Ford Focus was recently vandalized and the windows were broken out and there was also body damage to the driver's side of the car.

Inyo Mono Body Shop issued us a quote for \$3503.35 for the repair. This was the only quote obtained as Sierra Auto Body is currently closed for legal reasons. Motor Pool has currently spent \$7529 this fiscal year with Inyo Mono Body Shop. This \$3503.35 will bring the amount spent with this vendor over the \$10,000 limit which then requires Board approval.

ALTERNATIVES: Your Board could choose not to approve the repair of this vehicle; however, it is not safe to operate and the vehicle is of sufficient value to warrant the repair.

OTHER AGENCY INVOLVEMENT:

FINANCING: The Motor Pool Budget 200100 Object Code 5171 has sufficient funding to make the repair.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
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>5/29/2018</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:  Date: 5/30/2018
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Contract Between the County of Inyo and Pahrump Valley Disposal, Inc. for Waste Hauling Services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to Pahrump, Nevada Waste Disposal Facility.

DEPARTMENTAL RECOMMENDATION: Request that your Board 1) approve the contract with Pahrump Valley Disposal as a sole source provider for waste hauling services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to Pahrump, Nevada Waste Disposal Facility, in an amount not to exceed \$577,247.00 for the period of July 1, 2018 through June 30, 2021 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the Contract contingent upon obtaining appropriate signatures.


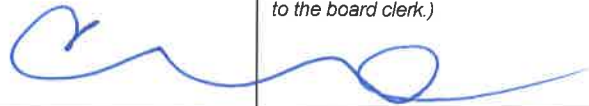
SUMMARY DISCUSSION: Pahrump Valley Disposal, Inc. is the only provider of solid waste hauling and transfer services in Tecopa, Death Valley Junction, Shoshone, Charleston View, and Furnace Creek and is the only waste hauler that currently holds the required permit to operate the service. Pahrump Valley Disposal, Inc. will place a total of thirty six (36) trash dumpsters, and four (4) recycling containers in the multiple communities and transport the waste to the Pahrump, Nevada landfill.


The service Contract, if approved would be scheduled for a three-year term. The annual cost of providing the trash services in all identified areas, as outlined in the Scope of Work in the attached Contract, will be \$188,618.11 for Fiscal Year 2018/2019, \$192,390.50 for Fiscal Year 2019/2020 and \$196,238.30 for Fiscal Year 2020/2021. The three (3) year not-to-exceed amount is \$577,246.90.

ALTERNATIVES: Your Board could choose to not implement this Contract and not place bins in the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction; however, this would require the residents to transport their waste to the Pahrump landfill.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor

FINANCING: These services are budgeted in the 2018-2019 Solid Waste Budget 045700, Object Code 5265 Professional and Special 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: <u>YES</u> Date <u>5/29/18</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>yes</u> Date <u>5/31/2018</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: 6/1/18
 (The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING SERVICES services of PAHRUMP VALLEY DISPOSAL of PAHRUMP, NEVADA (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 KEN WALKER, whose title is: ASSISTANT COUNTY ADMINISTRATOR. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$577,247.00xx Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-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	
RECYCLING WASTE MANAGEMENT	Department
163 MAY ST	Street
BISHOP, CA 93514	City and State

Contractor:	
PAHRUMP VALLEY DISPOSAL	Name
P.O. BOX 1268	Street
PAHRUMP, NV 89041	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E SERVICES**

TERM:
JULY 1, 2018 JUNE 30, 2021
FROM: _____ **TO:** _____

SCOPE OF WORK:

SEE ATTACHED

**July 1, 2018 – June 30, 2019
SCOPE OF WORK**

Provide twice per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposal shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins</u>
Furnace Creek	3-Yard	20
	6-Yard Recycling Bin	
	Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1-2, Glass, Cardboard, Newspaper	

Proposal Total \$57,696.40 Annual Service/ Twice Weekly

**July 1, 2018 – June 30, 2019
SCOPE OF WORK**

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container). Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Tecopa Locations</u>	<u>Bin Size</u>	<u># of Bins</u>
Community Center	3-Yard	1
Anderson/Downey	3-Yard/6-Yard	1 each
Grimshaw/Downey	3-Yard	1
Bonita/Bob White	3-Yard	1
Tecopa Park Location	6-Yard	2
Tecopa Park Location	15-Yard Roll-off	2*
	30-Yard Recycling Bin	
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

**One equipped with sliding lid & one without sliding lid for brush)*

Proposal Total \$61,254.38 Annual Service/Once per Week Pick Up

July 1, 2018 – June 30, 2019

SCOPE OF WORK

Provide pick-up of waste bins (per schedule below) located in each community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles, and other equipment and supplies necessary to perform such service. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins</u>
Shoshone	3-Yard	7 weekly
Shoshone	15-Yard Covered Roll Off	1 weekly
Shoshone	1 5-Yard Roll Off	1 (for brush - no lid) weekly
Charleston View	6-Yard	4 weekly
Shoshone	30-Yard Recycling Bin <i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics #1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$68,077.41 Annual Service/Once per Week Pick Up.

**July 1, 2018 – June 30, 2019
SCOPE OF WORK**

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Bids shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning bidder must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u># of Bins</u>
Death Valley Junction	3-Yard	1
Death Valley Junction	1-yard Recycling Bin	1
	<i>Capable of recycling</i>	
	<i>Aluminum Cans, Tin/Metal & Foil, Plastics # 1 -2,</i>	
	<i>Glass, Cardboard, Newspaper</i>	

Bid Total \$1,589.92 Annual Service/Once per Week

**July 1, 2019 – June 30, 2020
SCOPE OF WORK**

Provide twice per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposal shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins</u>
Furnace Creek	3-Yard	20
	6-Yard Recycling Bin	
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$58,850.33 Annual Service/ Twice Weekly

July 1, 2019 – June 30, 2020

SCOPE OF WORK

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container). Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Tecopa Locations</u>	<u>Bin Size</u>	<u># of Bins</u>
Community Center	3-Yard	1
Anderson/Downey	3-Yard/6-Yard	1 each
Grimshaw/Downey	3-Yard	1
Bonita/Bob White	3-Yard	1
Tecopa Park Location	6-Yard	2
Tecopa Park Location	15-Yard Roll-off	2*
	30-Yard Recycling Bin	
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

**One equipped with sliding lid & one without sliding lid for brush)*

Proposal Total \$62,479.47 Annual Service/Once per Week Pick Up

**July 1, 2019 – June 30, 2020
SCOPE OF WORK**

Provide pick-up of waste bins (per schedule below) located in each community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such service. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins</u>
Shoshone	3-Yard	7 weekly
Shoshone	15-Yard Covered Roll Off	1 weekly
Shoshone	1 5-Yard Roll Off	1 (for brush - no lid) weekly
Charleston View	6-Yard	4 weekly
Shoshone	30-Yard Recycling Bin <i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics #1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$69,438.96 Annual Service/Once per Week Pick Up.

**July 1, 2019 – June 30, 2020
SCOPE OF WORK**

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Bids shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning bidder must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u># of Bins</u>
Death Valley Junction	3-Yard	1
Death Valley Junction	1-yard Recycling Bin	1
	<i>Capable of recycling</i>	
	<i>Aluminum Cans, Tin/Metal & Foil, Plastics # 1 -2,</i>	
	<i>Glass, Cardboard, Newspaper</i>	

Bid Total \$1,621.72 Annual Service/Once per Week

**July 1, 2020 – June 30, 2021
SCOPE OF WORK**

Provide twice per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposal shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins</u>
Furnace Creek	3-Yard	20
	6-Yard Recycling Bin	
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$60,027.34 Annual Service/ Twice Weekly

**July 1, 2020 – June 30, 2021
SCOPE OF WORK**

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container). Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Tecopa Locations</u>	<u>Bin Size</u>	<u># of Bins</u>
Community Center	3-Yard	1
Anderson/Downey	3-Yard/6-Yard	1 each
Grimshaw/Downey	3-Yard	1
Bonita/Bob White	3-Yard	1
Tecopa Park Location	6-Yard	2
Tecopa Park Location	15-Yard Roll-off	2*
	30-Yard Recycling Bin	
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

**One equipped with sliding lid & one without sliding lid for brush)*

Proposal Total \$63,729.06 Annual Service/Once per Week Pick Up

**July 1, 2020 – June 30, 2021
SCOPE OF WORK**

Provide pick-up of waste bins (per schedule below) located in each community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such service. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins</u>
Shoshone	3-Yard	7 weekly
Shoshone	15-Yard Covered Roll Off	1 weekly
Shoshone	1 5-Yard Roll Off	1 (for brush - no lid) weekly
Charleston View	6-Yard	4 weekly
Shoshone	30-Yard Recycling Bin <i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics #1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$70,827.74 Annual Service/Once per Week Pick Up.

**July 1, 2020 – June 30, 2021
SCOPE OF WORK**

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Bids shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning bidder must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u># of Bins</u>
Death Valley Junction	3-Yard	1
Death Valley Junction	1-yard Recycling Bin	1
	<i>Capable of recycling</i>	
	<i>Aluminum Cans, Tin/Metal & Foil, Plastics # 1 -2,</i>	
	<i>Glass, Cardboard, Newspaper</i>	

Bid Total \$1,654.16 Annual Service/Once per Week

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E SERVICES**

TERM:
FROM: JULY 1, 2018 **TO:** JUNE 30, 2021

SCHEDULE OF FEES:

Furnace Creek

FY 2018/2019 Annual Service/Once per week: \$57,696.40
FY 2019/2020 Annual Service/Once per week: \$58,850.33
FY 2020/2021 Annual Service/Once per week: \$60,027.34

Tecopa

FY 2018/2019 Annual Service/Once per week: \$61,254.38
FY 2019/2020 Annual Service/Once per week: \$62,479.47
FY 2020/2021 Annual Service/Once per week: \$63,729.06

Shoshone/Charleston View

FY 2018/2019 Annual Service/Once per week: \$68,077.41
FY 2019/2020 Annual Service/Once per week: \$69,438.96
FY 2020/2021 Annual Service/Once per week: \$70,827.74

Death Valley Junction

FY 2018/2019 Annual Service/Once per week: \$1,589.92
FY 2019/2020 Annual Service/Once per week: \$1,621.72
FY 2020/2021 Annual Service/Once per week: \$1,654.16

AS REFLECTED IN THE SCOPE OF WORK (SEE ATTACHMENT A)

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL

FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E **SERVICES**

TERM:

FROM: JULY 1, 2018

TO: JUNE 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 6

Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage 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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

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 07 04 covering CGL on an "occurrence" basis, including products-completed operations, property damage, bodily injury, & personal injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, 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.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year,

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such deductibles or self insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 20 37 forms if later revisions used).

2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
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 Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. 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.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16

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

FROM: HEALTH & HUMAN SERVICES – Aging and Social Services

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Approval of Contract Amendment Number Four (4) for Life Remedies and Celebrations

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Four (4) to the contract with Life Remedies and Celebrations for an extension of In-Home Supportive Services (IHSS) Employer of Record services, for an additional annual amount of \$80,000 for a contract amount not to exceed \$763,941, and extend the term of the Contract from an ending date from June 30, 2018 to June 30, 2019, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The IHSS program is required by California law to have an "Employer of Record" for bargaining purposes for IHSS providers of in-home services to clients. These providers are hired by the clients; County Social Workers assess eligibility for services and authorize the number of hours a client may hire a provider to work based on the client's individually assessed need. A registry of potential providers and the management of training and bargaining issues are managed by our contractor, Life Remedies and Celebrations (LRC). Originally, LRC was chosen as the successful respondent to a Request for Proposals to provide these services and subsequent amendments to the initial contract were authorized, as there had been ongoing discussion and movement towards the State taking over the Employer of Record duties and responsibilities. However, during the last year the State reversed its decision, resulting in the Employer of Record responsibilities remaining with the counties. Counties remain responsible for ensuring an Employer of Record is provided through either a Public Authority or a contract with a not for profit consortium, which is the model used by Inyo County.

LRC, as the contracted Employer of Record has maintained a presence in Inyo County and has demonstrated the type of experience needed to provide the level of service needed on behalf of Inyo County. The decision to maintain the program responsibilities with the counties coincides with the termination of our memorandum of understanding with the local bargaining unit of the United Domestic Workers. At this time, the United Domestic Workers have not initiated negotiations, however we anticipate that they will be making contact to open negotiations in the near future. LRC, with its knowledge of the County demographics and negotiation issues is in the best position to provide these services at this time. The Department is respectfully requesting your Board approve an amendment to the original contract in order to allow LRC to continue as the Employer of Record and act as the bargaining agent on behalf of the County. This amendment will also allow the Department the time needed to develop and issue an updated Request for Proposal (RFP) for a three-year contract period beginning July 2019.

ALTERNATIVES:

Board could refuse approval of the amendment or shorten the amendment period and have the Department issue an RFP. This could result in either the inability of the Department to meet the state mandate or result in a disruption of negotiations.




OTHER AGENCY INVOLVEMENT:

State of California, United Domestic Workers

FINANCING:

Federal, State and Social Services Realignment funds. This contract would be budgeted in Social Services (055800) in Support

and Care (5501). No General Funds.

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>5/3/18</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>5/4/2018</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>5/9/18</u>
BUDGET OFFICER: <u>n/a</u>	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: M. Max Date: 5/9/18
(Not to be signed until all approvals are received)

AMENDMENT NUMBER Four (4) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Life Remedies and Celebrations, of Corning, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated April 14, 2009, on County of Inyo Standard Contract No. 116, for the term from July 1, 2009 to June 30, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

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

The term of this Agreement shall be from July 1, 2009 to June 30, 2019, unless sooner terminated as provided below.

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

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$843,941 (hereinafter referred to as "contract limit").

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

The total cost of services stated in Attachment A for the contract period of July 1, 2009 to June 30, 2019 shall be \$843,941. the annual amounts are as follows: FY2009/2010=\$94,647; FY2010/2011=\$94,647; FY2011/2012=\$94,647; FY2012/2013=\$80,000; FY2013/2014=\$80,000; FY2014/2015=\$80,000; FY2015/2016=\$80,000; FY2016/2017=\$80,000; FY2017/2018=\$80,000; and FY2018/2019=\$80,000.

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER four (4) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Rochelle D. Parkinson
Signature

Rochelle D. Parkinson
Type or Print

Dated: MAY 16, 2018

APPROVED AS TO FORM AND LEGALITY:

J Kubacki
County Counsel

APPROVED AS TO ACCOUNTING FORM:

C
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

S
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M Baker
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only: AGENDA NUMBER 17
--

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

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: **June 12, 2018**

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

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between County of Inyo and Anne Sippi Treatment Group for residential placement for an adult conserved under Laterman Petris Short (LPS) Act in an amount not to exceed \$35,000 for the period of July 1, 2018 to June 30, 2019 contingent upon the Board's adoption of the 2018/2019 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Deputy LPS Conservator placed a conservatee in this facility during the last fiscal year as a "step down" from a locked facility. Anne Sippi provides specialized services that meet the recovery needs of persons with severe mental illness who are ready to step down from a locked facility to a less restrictive environment. The Anne Sippi transitional social rehabilitation program offers an array of services to support and encourage recovery, including a work experience program (in a ranch setting). This placement meets the treatment needs of this individual.

ALTERNATIVES:



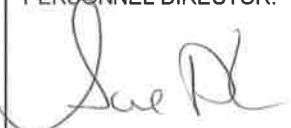
Your Board could choose not to approve this contract. Appropriate placements are difficult to obtain and there is no guarantee that another facility that offers proper care will be found. The conserved adult would then remain in the locked psychiatric setting.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts

FINANCING:

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

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/3/18</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>gs</u> Date <u>5/17/2018</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: <u>J</u> Date <u>5/17/18</u>

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



Date: 5/23/18

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

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 7/1/2018 to 6/30/2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$35,000 (Thirty-Five Thousand Dollars) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. PATIENTS RIGHTS.

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

15. CANCELLATION.

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

16. ASSIGNMENT.

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

17. DEFAULT.

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

18. WAIVER OF DEFAULT.

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

19. CONFIDENTIALITY.

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

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

20. CONFLICTS.

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

21. POST AGREEMENT COVENANT.

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

22. SEVERABILITY.

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

23. FUNDING LIMITATION.

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

24. AMENDMENT.

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

25. NOTICE.

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

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

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

26. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By : 
Signature

Type or Print Name

Nick Damian
Type or Print Name

Dated: _____

Dated: April 22, 2018

APPROVED AS TO FORM AND LEGALITY:



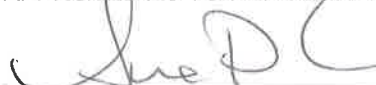
County Counsel

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 Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: 7/1/2018 **TO:** 6/30/2019

SCOPE OF WORK:

See attached scope of work.

Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as attached.

ANNE SIPPI CLINIC
SERVICES AND REQUIREMENTS
SCOPE OF WORK

I. PROGRAM STANDARDS AND REQUIREMENTS

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

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

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

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

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

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

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

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

II. SERVICE REQUIREMENTS

a. Structured day and evening services shall be available seven (7) days a week.

Services in all programs shall include but not limited to:

- i. Individual and group counseling;
- ii. Crisis intervention;
- iii. Planned activities;

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

III. MEDICAL REQUIREMENTS

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

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

IV. TREATMENT/REHABILITATION PLAN AND DOCUMENT REQUIREMENTS

- A. Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of the client regarding house rules, client involvement in the program, and fees. The client shall receive a copy of the signed admission agreement.
- B. There shall be a written assessment of each client on admission that includes at least:
 - i. Health and psychiatric histories;
 - ii. Psychological skills;
 - iii. Social support skills;

- iv. Current psychological, educational, vocational, and other functional limitations;
 - v. Medical needs, as reported.
- C. Program staff and client shall work together to develop a written treatment rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement.

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

- i. Statement of specific rehabilitation plan.
 - ii. Description of specific services to address identified treatment needs.
 - iii. Documentation of reviews by staff and client of the treatment/rehabilitation plan at least every 30 days.
 - iv. Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.
- D. If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment/rehabilitation plan.
- E. The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/rehabilitation plan that cannot be met by the facility, but can be met in the community.
- F. The admission assessment, treatment and rehabilitation plan, shall be prepared by staff who has received training in the development and preparation of these documents
- G. Admission and discharge criteria of all programs shall be written and shall be consistent with program goals.
- H. The program shall have written policies and procedures for orienting new clients to the facility programs.
- I. The range of services provided shall be discussed prior to admission with the prospective client or an authorized representative so that the program's services are clearly understood.

V. CLIENT INVOLVEMENT REQUIREMENTS

- A. Each client shall be involved in the development and implementation of his/her treatment/rehabilitation plan.
- B. Clients shall be involved, depending on capability, in the operation of the household. This shall include participation in the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited to cooking, cleaning, menu planning and activity planning.
- C. Clients shall be encouraged to participate in program evaluations and reviews.

VI. PHYSICAL ENVIRONMENT REQUIREMENTS

- A. The program shall meet the facility requirements of Section 5453 (a) of the Welfare and Institutions (W&I) Code.
- B. Program location shall allow for access by clients to community resources.

VII. STAFF CHARACTERISTICS, QUALIFICATIONS & DUTY REQUIREMENTS

- A. The program shall meet the staffing requirements of Section 5453 (b) of the Welfare and Institutions Code.
- B. The program shall document the use of multidisciplinary professional consultations and staff when necessary to meet the specific diagnostic and treatment needs of the clients.
- C. Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.
- D. All social rehabilitation facilities shall have a program director. The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.
- E. The program director of Anne Sippi Clinic shall have the following qualification prior to employment:

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

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

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

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

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

VIII. ADMINISTRATIVE POLICIES & PROCEDURES

A. The organizational entity legally responsible for program administration, under applicable law and regulation, shall;

- (1) Have a written policies defining the purpose, goals, and services of the organization.
- (2) Establish and maintain financial records in accordance with generally accepted accounting principles and an annual budget.

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

- C. Each residential program shall have an individual(s) designated as the administrator of the facility. The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator. The requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.
- D. The agency or program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

IX. OTHER REQUIREMENTS

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

A. STAFFING REQUIREMENTS

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

ATTACHMENT B

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

TERM:

FROM: 7/1/2018

TO: 6/30/2019

SCHEDULE OF FEES:

Daily rate of \$165.00 (One-hundred and sixty five) dollars per day.

ATTACHMENT C

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

TERM:

FROM: 7/1/2018

TO: 6/30/2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability (Errors and Omissions)** Insurance 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 Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive 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 and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

Subcontractors

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

Special Risks or Circumstances

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

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Anne Sipp Treatment Group, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

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

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

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

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

ASCTG

By: _____

By: 

Print Name: _____

Print Name: Nick Damian

Title: _____

Title: COO

Date: _____

Date: 7/1/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only: AGENDA NUMBER 18
--

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

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: June 12, 2018

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

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in the amount not to exceed \$22,000 for the period of July 1, 2018 to June 30, 2019; contingent upon Board's adoption of FY 2018/2019 Budget; and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

ALTERNATIVES:




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

OTHER AGENCY INVOLVEMENT:

Inyo County Courts.

FINANCING:

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

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>4-3-18</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>yes</u> Date <u>5/17/2018</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: <u>✓</u> Date <u>5/17/18</u>

DEPARTMENT HEAD SIGNATURE: Marilyn Mann by [Signature] Date: 5/23/18
 (Not to be signed until all approvals are received)

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

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 7/1/2018 to 6/30/2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$22,000 (Twenty-Two Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. PATIENTS RIGHTS.

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

15. CANCELLATION.

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

16. ASSIGNMENT.

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

17. DEFAULT.

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

18. WAIVER OF DEFAULT.

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

19. CONFIDENTIALITY.

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

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

20. CONFLICTS.

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

21. POST AGREEMENT COVENANT.

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

22. SEVERABILITY.

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

23. FUNDING LIMITATION.

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

24. AMENDMENT.

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

25. NOTICE.

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

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

Contractor:	
Crestwood Behavioral Health, Inc.	Name
P.O. Box 7095	Street
Stockton, Ca 95267-0095	City and State

26. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

CONTRACTOR

By: 
Signature

By: 
Signature

Type or Print Name

George C. Lytal
Type or Print Name

Dated: _____

Dated: 5/2/2018

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 Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: 7/1/2018

TO: 6/30/2019

SCOPE OF WORK:

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

Page 4, Paragraph 11, Defense and Indemnification-amended as follows:

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

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

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

ATTACHMENT B

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

TERM:

FROM: 7/1/2018

TO: 6/30/2019

SCHEDULE OF FEES:

See attached schedule of fees for treatment sites and programs. Refer to "Geropsych 65+" Stockton facility for current services. Fee is for the Special Treatment Program patch rate of \$55.00 per day.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2018

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	22.00	22.00
	55.00	55.00
	SPECIAL	
MODESTO	0	0.00
	22.00	22.00
	55.00	55.00
	SPECIAL	
REDDING GTC	0	0.00
	22.00	22.00
	55.00	55.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	22.00	22.00
	30.00	30.00
	55.00	55.00

ATTACHMENT C

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

TERM:

FROM: 7/1/2018

TO: 6/30/2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability** (Errors and Omissions) Insurance 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 Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive 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 and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 19

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Approval of Contract with Kings View Corporation for Tele-psychiatry Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and the Kings View Corporation for tele-psychiatry services in a total amount not to exceed \$120,000 for the period of July 1, 2018 to June 30, 2019 and authorize the HHS Director to sign the contract and the HIPAA Business Association Agreement, contingent upon Board's adoption of FY 2018/2019 Budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

For several years, the Behavioral Health Division has prepared to implement tele-psychiatry service to supplement or partially meet the need for medication services for Medi-Cal beneficiaries under the Specialty Mental Health Managed Care Plan. Medication assessment, support, and monitoring are critical components in the array of treatment services. With the impending retirement of our long term County Psychiatrist, it is necessary to put this modality into place to ensure adequate continued service provision. Several small counties, including Mono County, have used Kings View tele-psychiatry with a fairly high level of satisfaction. Efforts are made ensure continuity of care by having one or two physicians assigned to the County on a consistent basis. Additionally, Kings View tele-psychiatrists use the same Cerner electronic health care record as implemented in the Behavioral Health Division resulting in a shared record.

We will continue to pursue the recruitment of a Psychiatrist to our area, but would request permission to use this contract to obtain the needed services and to evaluate the effectiveness of this service.

ALTERNATIVES:

Your Board could deny approval of this contract. This could impact our ability to provide critical psychotropic medication services in accordance with the requirements of our performance contract with Department of Health Care Services.





OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services and other physical healthcare providers,

FINANCING:

Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>YES</u> Date: <u>4/20/18</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>yes</u> Date: <u>5/22/2018</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: <u>✓</u> Date: <u>5/22/18</u>
INFORMATION SERVICES DIRECTOR: 	INFORMATION SERVICES AND RELATED ITEMS (Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>5/25/18</u>

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



Date: 5/29/18

**KINGS VIEW CORPORATION &
Inyo COUNTY BEHAVIORAL HEALTH
TELEPSYCHIATRY**

This Telepsychiatry (the "Agreement") is made and entered into this 30th day of June 2018, by and between Kings View Corporation, a California not-for-profit corporation ("Kings View") and Inyo County ("County"), a political subdivision of the State of California, to be effective July 1, 2018 (the "Effective Date").

RECITALS:

A. The County is a political subdivision of the State of California and, as such, desires to increase access to behavioral health services for at risk populations within the County via a teleconferencing modality service.

B. The County recognizes that the provision of behavioral health services via a teleconferencing modality will allow the County to address cultural, socioeconomic, and geographic barriers to behavioral health services and information in underserved areas of Inyo County and will further allow Inyo County Behavioral Health Services to expand the range of resources and services available within the county.

C. The County recognizes its responsibility under the Bronzan- McCorquodale Act to report data related to client outcomes and cost effectiveness of its mental health programs to the Director of Mental Health for the California Department of Mental Health.

D. Kings View is a California not-for-profit corporation that employs, or contracts with, persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.

E. The County desires to increase access to behavioral health services in an efficient and cost effective manner and, therefore, desires to contract with Kings View, and Kings View desires to provide such services, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** County desires to expand and improve access to mental health services for clients of County, as well as to address identified psychiatric needs and improve the mental health of those individuals via a teleconferencing modality service.
2. **Telepsychiatric Service.** Pursuant to the terms of this Agreement, Kings View shall employ, contract with, or otherwise arrange for the services of a Provider, as defined in paragraph 5 of this Agreement, to (i) deliver direct professional behavioral health services to County clients by means of video- conferencing, (ii) provide consultation or training to

qualified health care professionals designated and scheduled by County, and/or (iii) conduct on-site visits for the purpose of either delivering direct patient care services or conducting training or consultation as mutually agreed between the parties (the "Telepsychiatric Service").

a. **Professional Medical Services.** County hereby grants the right to Kings View to employ, contract with, or otherwise arrange for the services of a Provider, and hereby grants the right to a Provider to provide professional medical services as County may direct. The duties of the Provider in treating clients hereunder shall specifically not be performed under the direct control of County or Kings View, but rather shall be performed by the Provider in accordance with the standards prevailing in the community.

b. **Scheduling of Telepsychiatry Services.** Kings View shall arrange for a Provider to be available to provide a minimum of 4 consecutive hours per week of Telepsychiatric Services (the "Minimum Service Hours") and to be available to render such services on a day(s) to be mutually agreed upon by the parties.

c. **Methods.** Kings View will determine the method, details, and means of performing the Services within the guidelines set above.

d. **Place of Performance.** Kings View may perform the services required by this Contract at the place of its choosing or in any location mandated by the nature of the services required.

e. **Additional Telepsychiatry Service Hours.** The Minimum Service Hours may be increased or decreased in four (4) hour increments upon the mutual written agreement of the parties; provided, however, that in no event shall the Minimum Service Hours be fewer than eight (8) hours per week. Any increase or decrease of the Minimum Service Hours shall be effective no fewer than sixty (60) days from the mutual written agreement of the parties, unless otherwise agreed upon between both parties.

f. **Current Service Level.** County Behavioral Health Services desires to contract for a minimum of 4 hours per week of TelePsychiatry services.

g. **On-Site Visitation.** As part of the Telepsychiatric Services, Kings View shall require a Provider to annually conduct one (1) on-site visit for the purpose of providing direct patient care services, and/or consulting or training qualified health care professionals, as mutually agreed by the parties.

h. **Billing for Telepsychiatric Services.** Kings View shall provide County with such information regarding the delivery of medical services to assist County in charging the clients professional fees, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services. Kings View shall provide the County with a detailed invoice that identifies the total number of telepsych hours and include a breakdown specifying the total hours worked by each doctor.

3. **Compensation.** County agrees to provide compensation to Kings View and Kings View agrees to accept as compensation \$ 2 7 8 per hour in consideration for providing Telepsychiatric Services. The total amount of this contract shall not exceed, one hundred and twenty thousand dollars (\$120,000). County guarantees payment for the Minimum Service

Hours. Kings View will provide an invoice to County on a monthly basis. County shall pay invoices within sixty (60) days of receipt. The contract will include an annual raise of 3% per annum to the hourly rate.

4. **Expenses.** Unless otherwise agreed to by the County, Kings View shall be solely and fully responsible for all costs and expenses incident to the performance of the Services performed by Kings View. This shall include, but is not limited to the cost of maintaining a place of business; salaries; traveling expenses; compensation paid to others employed by Kings View; all costs of equipment provided by Kings View; all fees, fines, licenses, insurance or taxes required of or imposed against Kings View; any such memberships in clubs, associations and societies as necessary to enhance the prestige of the Kings View and the County, and all other costs of doing business, unless otherwise agreed upon. The County shall not be held responsible for any expenses incurred by Kings View in performing the services required by this Contract.

5. **Minimum Professional Qualifications of Providers.** Each and every qualified health professional employed, contracted with, or otherwise engaged by Kings View to provide Telepsychiatric Services pursuant to this Agreement (the "Provider") shall possess the following minimum qualifications:

a. **Licensing.** Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.

b. **Board Certification.** Provider shall be either certified by the American Board of Psychiatry or is eligible to be certified by the American Board of Psychiatry and will become so certified within twelve (12) months from the Effective Date.

c. **Federal DEA Number.** Provider shall have and maintain a valid, unrestricted Federal D.E.A. Controlled Substances Certificate.

d. **Professional Liability Insurance Coverage.** Provider shall maintain personal professional liability insurance of the minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, written by a carrier acceptable to County.

e. **No Governmental Health Program Sanctions.** Each Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.

6. **Duties of Kings View.** During the Term of this Agreement, Kings View shall have the obligation to:

a. **Cooperate with County.** Kings View shall cooperate with County to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. **Insurance.** Kings View shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Agreement involve or require the use of any vehicle by Kings View in order to perform such services, Kings View shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of three hundred thousand dollars (\$300,000.00). These insurance policies shall remain in force through the Term of this Agreement and shall be

payable on a "per occurrence" basis, unless County specifically consents to a "claims made" basis. Kings View shall provide a certificate of insurance signed by the insurer evidencing such insurance to County prior to commencement of work.

7. **Duties of County.** During the Term of this Agreement, County shall have the obligation to:

a. **Cooperation with Kings View.** County shall cooperate with Kings View to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. At its sole cost and expense, provide space and equipment for the delivery of services.

c. All equipment furnished by County under this contract shall remain the property of County and shall be used only for the purpose specified under this contract.

d. **Operational Guidelines.** County shall adhere to the Operational Guidelines as specified in the Network Provider Manual, attached hereto as Exhibit "A" and incorporated herein by this reference. County shall timely update and notify Kings View of any revisions to the Operational Guidelines and/or the Network Provider Manual.

e. **Patient Consent.** Except in an emergency situation in which the patient is unable to give informed consent, before any Telepsychiatric Services are provided to any patient pursuant to this Agreement, County, or a qualified individual designated by County, shall obtain the verbal and written informed consent of the patient or the patient's legal representative pursuant to section 2290.5 of the California Business & Professions Code. Such informed consent shall insure that at least all of the following information is given to the patient or the patient's legal representative verbally and in writing: (i) the patient has the option to withhold or withdraw consent at any time without affecting the patient's right to future health care or treatment, and without risking a loss or withdrawal of any program benefits to which the patient would otherwise be entitled; (ii) a description of the potential risks, consequences, and benefits of telemedicine; (iii) all existing confidentiality protections apply; and (iv) dissemination of any patient-identifiable images or information from the telemedicine interaction to researchers or others will not occur without the patient's consent.

f. **Patient Record.** Prior to the rendering of professional services and in accordance with the Operational Guidelines, County shall provide Kings View with the patient record of any patient to receive Telepsychiatric Services under this Agreement, including, without limitation, the patient referral form, psychological assessment, progress notes, and patient plan of care.

g. **Insurance.** County shall obtain and maintain during the Term of this Agreement, at its sole cost and expense, prior to exercising any right or performing any obligation pursuant to this Agreement, policies of General Liability and Worker's Compensation Insurance. County shall provide certificates of such insurance to Kings View within thirty (30) days of the Effective Date.

i. As part of its General Liability Insurance, County shall name Kings View as an additional insured and shall provide a single combined limit of not less than one million dollars (\$1,000,000.00) per occurrence that provides against liability for any and all claims and suits of damage or injuries to persons or property resulting or arising out of operations of County. County shall notify Kings View not less than

thirty (30) calendar days prior to any modification or cancellation of insurance coverage required under this Agreement.

ii. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability, with a limit of not less than one million dollars (\$1,000,000.00), covering all persons providing services on behalf of County and all risks to such persons under this Agreement.

iii. In the event that County is self-insured for General Liability and/or Worker's Compensation coverage, County shall provide certificates of consent to self-insure, self-insurance retention, and excess carrier limitations. Such insurance shall provide coverage for incidents related to general liability and worker's compensation.

8. **Indemnification.** County agrees to indemnify, defend, and hold harmless Kings View, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, County's operations or its services hereunder, including any worker's compensation, suits, liability, or expense arising from or connected with services by any person pursuant to this Agreement. Kings View agrees to indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, Kings View's operations or its services hereunder, including any worker's compensation suits, liability, or expense arising from or connected with services by any person pursuant to this Agreement.

9. **Kings View's Representations, Warranties, and Covenants.**

a. **Worker's Compensation.** Kings View acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code and it certifies that it will comply with such provisions before the Effective Date of this Agreement.

b. **Nondiscriminatory Employment.** In connection with the execution of this Agreement, Kings View shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **County's Representations, Warranties, and Covenants.** County has full approval, power, and authority to enter into this Agreement. County will make all payments required by this Agreement.

11. **Termination.** Either party may terminate this Agreement by giving the other party sixty (60) days prior written notice of its intention to terminate. Both parties agree that if Kings View can place their provider in another service provider placement prior to the end of termination notice period, then the notice of termination period may be shortened to earlier than sixty (60) days with the termination date to then coincide with the Kings View psychiatrist date of new placement. Kings View agrees to dutifully pursue a new placement provider site for the provider assigned to serve the County immediately upon receipt of County written notice to terminate the agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon written notice of a material breach, if such material breach remains uncured for a period of fifteen (15) days after the notice.

12. **Confidentiality.** Kings View shall adhere to the confidentiality of patient records as specified under section 5328 of the California Welfare and Institutions Code, the Code of Federal Regulations, Title 45, Parts 80 and 84, and Title VI of the Civil Rights Act of 1964. The California Department of Mental Health, or County, and/or their designated auditors shall have the right to inspect during normal business hours and insofar as possible with advance notice such records as will aid in evaluation of the quality, appropriateness, and timeliness of services utilizing such methodologies as are disseminated by the California Department of Mental Health and the California Department of Drug and Alcohol Programs, such as but not limited to those promulgated pursuant to sections 4051, 4052, 4070, and 5612 of the California Welfare and Institutions Code.

13. **Medical Records.**

a. **Ownership and Access.** All records contained in the patient files maintained by County shall be the property of County, and Kings View shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient or clients treated by a Provider during the Term, unless otherwise agreed to by County. Any working copies of client records generated by Kings View will be maintained by Kings View throughout the term of the contract. Should the contract be terminated, all working copies of client records will be securely shipped back to the County at their expense. In the event of a claim or challenge by a patient or any regulatory authority, County shall cooperate with Kings View by making the patient files in County's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). Kings View shall similarly cooperate with County and make available working copies of client records in the event of such a claim or challenge.

b. **Maintenance of Medical Records.** County shall maintain with respect to each patient, a single standard medical record in such form, containing such information, and preserved for such time periods as are required by state and federal law.

c. **Compliance with Medicare Rules.** To the extent required by law or regulation, County shall make available, upon written request from Kings View, the Secretary of Health and Human Services, the Controller General of the United States, or any other duly authorized agent or representative, this Agreement and County's books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by the Kings View. County shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the Term. If County is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, County shall notify Kings View of the nature and scope of such request, and County shall make available, upon written request of Kings View, all such books, documents or records. County shall defend, indemnify and hold free and harmless Kings View if any amount of reimbursement is denied or disallowed because of County's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs.

14. **Compliance.**

a. **Anti-Referral Laws.** In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their profession, each acknowledges that they are subject to certain federal and state laws governing the referral of clients which are in effect or will become effective

during the term of this Agreement. These laws include prohibitions on:

i. Payments for referral or to induce the referral of clients (Cal. Business and Professions Code § 650; Cal. Labor Code § 3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and

ii. The referral of clients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code § § 650.01 and 650.02, applicable to all other patient referrals within the State; and § 1877 of the Social Security Act, applicable to referrals of Medicare and MediCal clients).

b. **Compliance with Applicable Laws.** To the best of the each party's knowledge and belief, County has operated in compliance with all federal, state, County and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 U.S.C. Section 1320a- 7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payor.

c. **Confidentiality of Identifiable Patient Information.** County and Kings View acknowledge that, in the course of this Agreement, each shall become familiar with identifiable patient information, meaning any information relating to the healthcare of an individual who is or has been a patient or client of County that contains information that identifies, or can reasonably be linked to the identity of, such individual, and each shall comply with all applicable federal, state, and local laws, rules and regulations, including without limitation the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California laws regarding patient confidential information.

d. **Health Care Compliance.** County is presently participating in or otherwise authorized to receive reimbursement from Medicare, Medicaid, and other third-party payor programs, and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payor program.

e. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payor program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (c) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to

any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (i) in return for referring an individual to a person for the furnishing or arranging for the furnishing or any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that the each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

f. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any Federal or State law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to

conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

15. **Books and Records.** For the purpose of Section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, County agrees to comply with the following statutory requirements:

a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, County shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Controller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Physician that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. If Kings View carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Controller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

c. If County is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, the Physician shall notify the Corporation of the nature and scope of such request and the Physician shall make available, upon written request of Corporation, all such books, documents or records. This paragraph shall

pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

16. **Independent Contractor.** Kings View and its officers and employees, in the performance of this contract, are independent contractors in relation to County and not officers or employees of County. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of County. Kings View shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. Kings View further represents to County that Kings View has no expectation of receiving any benefits incidental to employment.

17. **Interest of Public Officials.** No officer, agent, or employee of County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **Waiver.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Kings View or County.

19. **Entire Agreement.** This Agreement and its schedules and exhibits (which are expressly incorporated herein by this reference) constitute the complete understanding of the parties and supersede any and all other agreements, either oral or written, between the parties with respect to its subject matter, and no agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

20. **Partial Invalidity.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

21. **Gender.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

22. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

23. **Assignment.** This Agreement shall be binding upon County and its successors and assigns and upon the heirs, representatives, executors, and administrators of the Physician; provided, however, that, except to the extent that this Agreement authorizes Kings View to employ, contract with, or otherwise arrange for the provision of the Telepsychiatric Services by a Provider, Kings View shall not assign this Agreement nor any of Kings View's rights, duties, or obligations hereunder without the prior written consent of County.

24. **Notices.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or

within forty-four (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

If to County: Director
Inyo County Behavioral Health

If to Kings View: Leon Hoover, CEO
Kings View Corporation
7170 North Financial Drive Fresno,
CA 93720

25. **Discrimination.** County and Kings View agree not to differentiate or discriminate in the provision of medical services to clients due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient's status as a member of any other legally protected class.

26. **Interpretation.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party or any ambiguities shall not be strictly construed for or against either party.

27. **Term of Agreement.** This Agreement shall commence on July 1, 2018 and shall terminate on June 30, 2019.

SIGNATURES

"Kings View"

Kings View Corporation, a California not-for-profit corporation

By:



Leon Hoover, CEO

"County"

County of Inyo, a political subdivision of the State of California

By: _____

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

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

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

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

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

- a. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

By: _____

By:  _____

Print Name: _____

Print Name: Leon Hoover

Title: _____

Title: CEO

Date: _____

Date: 4-30-2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Approval of the Standard Agreement for Contract Number AP-1819-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board approve contract #AP-1819-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$768,012 for the period of July 1, 2018 through June 30, 2019, and authorize Marilyn Mann, HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, California Civil Rights Laws Certification, and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 18/19 budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is a standard State Contract with total annual funding of \$768,012, which is a total increase of \$37,756 of the base from prior year. This includes an increase of \$ 4,354 in IIIB Supportive Services; a decrease of \$1,538 in Ombudsman; an increase of \$2,624 in Congregate Meals; an increase of \$32,794 in Home Delivered Meals; an increase of \$54 in Title IIID; a decrease of \$588 in Title IIIE; a decrease of \$76 Title VII-Elder Abuse Prevention; and an increase of \$132 in Administrative. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$768,012, funding in the amount of \$95,207 will be allocated to Mono County to provide their services to seniors.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:

State and Federal dollars. Total amount of this contract is \$768,012, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

APPROVALS

COUNTY COUNSEL:

John Walker

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)*

Approved: YES Date: 5/11/18

AUDITOR/CONTROLLER:

C. [Signature]

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

Approved: yes Date: 5/15/2018

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Maulyn Mann [Signature]

Date: 5/16/18

AGREEMENT NUMBER AP-1819-16
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 California Department of Aging
 CONTRACTOR'S NAME
 County of Inyo
- The term of this Agreement is: July 1, 2018 through June 30, 2019
- The maximum amount of this Agreement is: \$ 768,012.00
 Seven hundred sixty-eight thousand twelve and 00/100 dollars
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	16 pages
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions	33 pages
Exhibit E – Additional Provisions	16 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 163 May Street, Bishop, CA 93514-2709		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace, Manager, Contracts and Business Services Section		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		

Exempt per: AG OP 80-111.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **AP-1819-16**.
2. The services shall be performed in Planning and Service Area(s): 16.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of Inyo
Name: Fiscal, Data & Planning Manager	Name: Marilyn Mann, Director
Phone (916) 419-7556	Phone: (760) 873-3305
Fax: (916) 928-2510	Fax: (760) 873-6505

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Inyo
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging
Attention: Christian Margedant	Attention: Marilyn Mann
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 163 May Street, Bishop, CA, 93514-2709
Phone: (916) 419-7157	Phone: (760) 873-3305
Fax: (916) 928-2500	Fax: (760) 873-6505
Email: Christian.Margedant@aging.ca.gov	Email: mmann@inyocounty.us

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual.
 - (ii) The spouse of any older individual.
 - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 6. **Older relative caregiver** means a caregiver who is –
 - (1) Is age 55 or older; and
 - (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - (3) In the case of a caregiver for a child --
 - a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - b. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - c. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
 - (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
[OAA § 372(a)(3)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
 - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
15. **Priority Services for Title III E** means services provided to:
 - (A) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - (B) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.
[OAA§373(c)(2)(A-B)]
 - (C) Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of items purchased under a CDA contract agreement.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

ARTICLE I. PROGRAM DEFINITIONS (Continued)

19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]
22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

23. **Title III E Family Caregiver Support Program (FCSP) Categories are:**

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1]
[Welf. & Inst. Code § 9701(a)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
 5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
 6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
 7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]
- C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

ARTICLE II. SCOPE OF WORK (Continued)

7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

ARTICLE II. SCOPE OF WORK (Continued)

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c) Inspection of central kitchens sites annually on-site.
[22 CCR 7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

ARTICLE II. SCOPE OF WORK (Continued)

22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

ARTICLE II. SCOPE OF WORK (Continued)

- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
 4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
 5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
 6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]

ARTICLE II. SCOPE OF WORK (Continued)

7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

ARTICLE II. SCOPE OF WORK (Continued)

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
 13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
[OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
 4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
 5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
 6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

ARTICLE II. SCOPE OF WORK (Continued)

7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage - <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging - <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State: <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract

ARTICLE I. FUNDS (Continued)

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15th of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.
3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
5. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

Equipment/Property with per unit cost of \$500 or more requires justification and prior approval from CDA. The contractor must submit a detailed listing of equipment purchases in its Area Plan Budget.

ARTICLE V. PAYMENTS

A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.

D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1819 Contract

ARTICLE V. PAYMENTS (continued)

- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.
- H. The funding balances for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15th or April 30th budget).

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

AREA PLAN
Budget Display
Fiscal Year 2018-19 (Federal Funding Years 2018 & 2019)
County of Inyo

12 months (July 1, 2018 - June 30, 2019)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services								
Federal Title IIIB	3BSL18-18	26,878	(b)	-	26,878	-	26,878	-
Federal Title IIIB	3BSL19-18	80,634	(c)	-	80,634	-	80,634	-
Total Supportive Services		107,512			107,512		107,512	
Ombudsman								
Federal Title IIIB	3BOL18-18	3,769	(b)	-	3,769	-	3,769	-
Federal Title IIIB	3BOL19-18	11,308	(c)	-	11,308	-	11,308	-
Federal Title VIIa	7OFL18-18	4,819	(b)	-	4,819	-	4,819	-
Federal Title VIIa	7OFL19-18	14,456	(c)	-	14,456	-	14,456	-
General Fund IIIB	B1GL	8,939	(a)	-	8,939	-	8,939	-
Public Health L & C	LCPF	3,576	(a)	-	3,576	-	3,576	-
State Health Facilities								
Citation Penalties								
Account	SDFL	1,206	(a)	-	1,206	-	1,206	-
SNF Quality & Accountability	SNFL	16,985	(a)	-	16,985	-	16,985	-
Total Ombudsman		65,058			65,058		65,058	
Congregate Nutrition								
Federal Title IIIC1	3C1L18-18	29,912	(b)	-	29,912	-	29,912	-
Federal Title IIIC1	3C1L19-18	89,734	(c)	-	89,734	-	89,734	-
General Fund C1	C1GL	82,457	(a)	-	82,457	-	82,457	-
NSIP C1	NC1L18-18	3,655	(b)	-	3,655	-	3,655	-
NSIP C1	NC1L19-18	10,963	(c)	-	10,963	-	10,963	-
Total Congregate Nutrition		216,721			216,721		216,721	
Home-Delivered Meals								
Federal Title IIIC2	3C2L18-18	23,476	(b)	-	23,476	-	23,476	-
Federal Title IIIC2	3C2L19-18	70,427	(c)	-	70,427	-	70,427	-
General Fund C2	C2GL	176,263	(a)	-	176,263	-	176,263	-
NSIP C2	NC2L18-18	6,225	(b)	-	6,225	-	6,225	-
NSIP C2	NC2L19-18	18,676	(c)	-	18,676	-	18,676	-
Total Home Delivered Meals		295,067			295,067		295,067	
Disease Prevention								
Federal Title IIID	3DFL18-18	681	(b)	-	681	-	681	-
Federal Title IIID	3DFL19-18	2,042	(c)	-	2,042	-	2,042	-
Total Disease Prevention		2,723			2,723		2,723	
Family Caregiver								
Federal Title IIIE	3EFL18-18	4,701	(b)	-	4,701	-	4,701	-
Federal Title IIIE	3EFL19-18	14,104	(c)	-	14,104	-	14,104	-
Total Title IIIE		18,805			18,805		18,805	
Elder Abuse								
Federal Title VII	7EFL18-18	152	(b)	-	152	-	152	-
Federal Title VII	7EFL19-18	457	(c)	-	457	-	457	-
Total Elder Abuse		609			609		609	

Administration

Federal Title IIIB	3BAL18-18	4,770	(b)	-	-	4,770	-	4,770	-
Federal Title IIIB	3BAL19-18	14,311	(c)	-	-	14,311	-	14,311	-
Federal Title IIIC1	C1AL18-18	4,770	(b)	-	-	4,770	-	4,770	-
Federal Title IIIC1	C1AL19-18	14,309	(c)	-	-	14,309	-	14,309	-
Federal Title IIIC2	C2AL18-18	3,744	(b)	-	-	3,744	-	3,744	-
Federal Title IIIC2	C2AL19-18	11,230	(c)	-	-	11,230	-	11,230	-
Federal Title IIIE	3EAL18-18	2,063	(b)	-	-	2,063	-	2,063	-
Federal Title IIIE	3EAL19-18	6,189	(c)	-	-	6,189	-	6,189	-
General Fund C1	1GAL	103	(a)	-	-	103	-	103	-
General Fund C2	2GAL	28	(a)	-	-	28	-	28	-
Total Administration		61,517		-	-	61,517	-	61,517	-

Funding Summary

Federal Funds		478,455	-	-	478,455	-	478,455	-
General Fund		267,790	-	-	267,790	-	267,790	-
Public Health L & C								
Program Fund		3,576	-	-	3,576	-	3,576	-
SNF Quality & Accountability		16,985	-	-	16,985	-	16,985	-
State Health Facilities								
Citation Penalties								
Account		1,206	-	-	1,206	-	1,206	-
Grand Total - All Funds		768,012		-	768,012		768,012	

Comments:

- The maximum amount of Title III E expenditures allowable for supplemental services is: 7,215
- The maximum amount of Title III E expenditures allowable for Grandparents is: 3,608
- The minimum General Fund to be expended for State Match in Title III is: 19,046

CFDA NUMBER	Year	Award #	Award Name
93.041	2018	18AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2019	19AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2018	18AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2019	19AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2018	18AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2019	19AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2018	18AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2019	19AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2018	18AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2019	19AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2018	18AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2019	19AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

- (a) Funds must be expended by 6/30/19 and final expenditures reported in closeout by 7/31/19.
- (b) Funds must be obligated by 9/30/18 and final expenditures reported in closeout by 7/31/19. The baseline request to be transferred for the project (7/1/18-9/30/18) is due 5/1/18. These funds may not be carried over into a following year contract.
- (c) Funds must be reported in closeout by 7/31/19 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/18-6/30/19) is due 1/15/19.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older American Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE II. ASSURANCES (Continued)

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

Special Terms and Conditions – Exhibit D
AP 1819 Contract

ARTICLE II. ASSURANCES (Continued)

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

Special Terms and Conditions – Exhibit D
AP 1819 Contract

ARTICLE II. ASSURANCES (Continued)

3. If CDA cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE II. ASSURANCES (Continued)

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

Special Terms and Conditions – Exhibit D
AP 1819 Contract

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

Special Terms and Conditions – Exhibit D
AP 1819 Contract

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA’s Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Special Terms and Conditions – Exhibit D
AP 1819 Contract

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

Special Terms and Conditions – Exhibit D
AP 1819 Contract

ARTICLE VII. PROPERTY (Continued)

- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

**Special Terms and Conditions – Exhibit D
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ARTICLE VII. PROPERTY (Continued)

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

**Special Terms and Conditions – Exhibit D
AP 1819 Contract**

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR § 200.501 - § 200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.
2. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
3. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk

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AP 1819 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.

[2 CFR 200.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F –

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AP 1819 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

- a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

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ARTICLE XI. INSURANCE (Continued)

- a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if

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ARTICLE XI. INSURANCE (Continued)

appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

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ARTICLE XII. TERMINATION (Continued)

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

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ARTICLE XII. TERMINATION (Continued)

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

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ARTICLE XII. TERMINATION (Continued)

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

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ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

- 2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

- 1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.
[22 CCR 11162]
- The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.
[22 CCR 98310]
4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

- 1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
- 2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
- 3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

15. The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [45 CFR 1324.11(e)(2)(i)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1324.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]
11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)].
13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.
[OAA § 705(a)(6)(C)] [45 CFR 1324.19(b)(2)(i)]
[Welf. & Inst. Code §§ 9725; 15633(c)]
14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)]
[45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.
[Welf. & Inst. Code § 9102 (a)(5)]

B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

ARTICLE II. REPORTING PROVISIONS (Continued)

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
 - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:
1. Collection and reporting of program data for the Contractor and Subcontractor.
 2. Ensuring accuracy of all data from the Contractor and Subcontractor.
 3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
 4. Procedures for the Contractor and Subcontractor on correcting data errors.
 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

ARTICLE II. REPORTING PROVISIONS (Continued)

H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.
3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710. Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
1. A description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
 - b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
 - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
 - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
 - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
 - d. The Transition Plan shall be submitted to:

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.

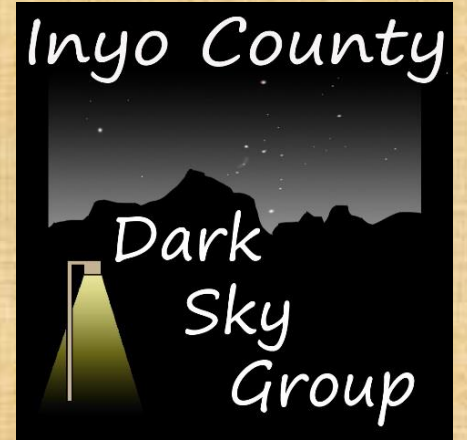
3. The Transition Plan shall, at a minimum, include the following:
 - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.

- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

Inyo County Board of Supervisors

Night Lighting Presentation
June 12, 2018



Presented by:
Earl Wilson

***“Why Light Pollution Is a Much Bigger Deal Than
Not Being Able to See Stars at Night”***

OVERVIEW

- **What is light pollution?**

- Light pollution is any adverse effect of artificial light at night, including sky glow, impaired visibility from glare, light trespass, wasted energy, and more.

- **Does it really matter?**

- **YES!** Light pollution wastes energy and money, disrupts global wildlife and ecological balance, has been linked to negative consequences in human health, and negatively affects astronomers and other scientists.

- **What can WE do?**

- There is a WIN-WIN SOLUTION to light pollution! By changing outdoor lighting practices, we can prevent light pollution while putting more light where it's needed and using less electricity.

Negative Effects of Light Pollution

COSTS:

In the United States \$10s of billions annually in electricity costs are wasted shining light upward at night. This does not include the cost of producing energy to generate electricity.

ENERGY:

Most of the energy required to power all of the wasted light comes from burning fossil fuels, contributing to other types of pollution.

HEALTH:

Studies point to dramatic health consequences from the disruption of human day/night cycles. Unnatural night light affects hormone production reducing the strength of immune systems.

Negative Effects of Light Pollution

SAFETY:

Impaired vision by "glare" of overly bright light sources, reduces sensitivity to details in color and depth perception, especially when driving. Brighter lights cause shadows to appear darker.

ENVIRONMENT:

Artificial light at night has been shown to disrupt the mating, migration, and hunting behaviors of many different species, and consequently impacts the whole ecological community.

NIGHT SKY:

Views of stars, planets in dark night skies is rapidly being lost. Generations of children are growing up having never seen the Milky Way. Sky glow resulting from artificial lighting dramatically hinders the science and enjoyment of astronomy.

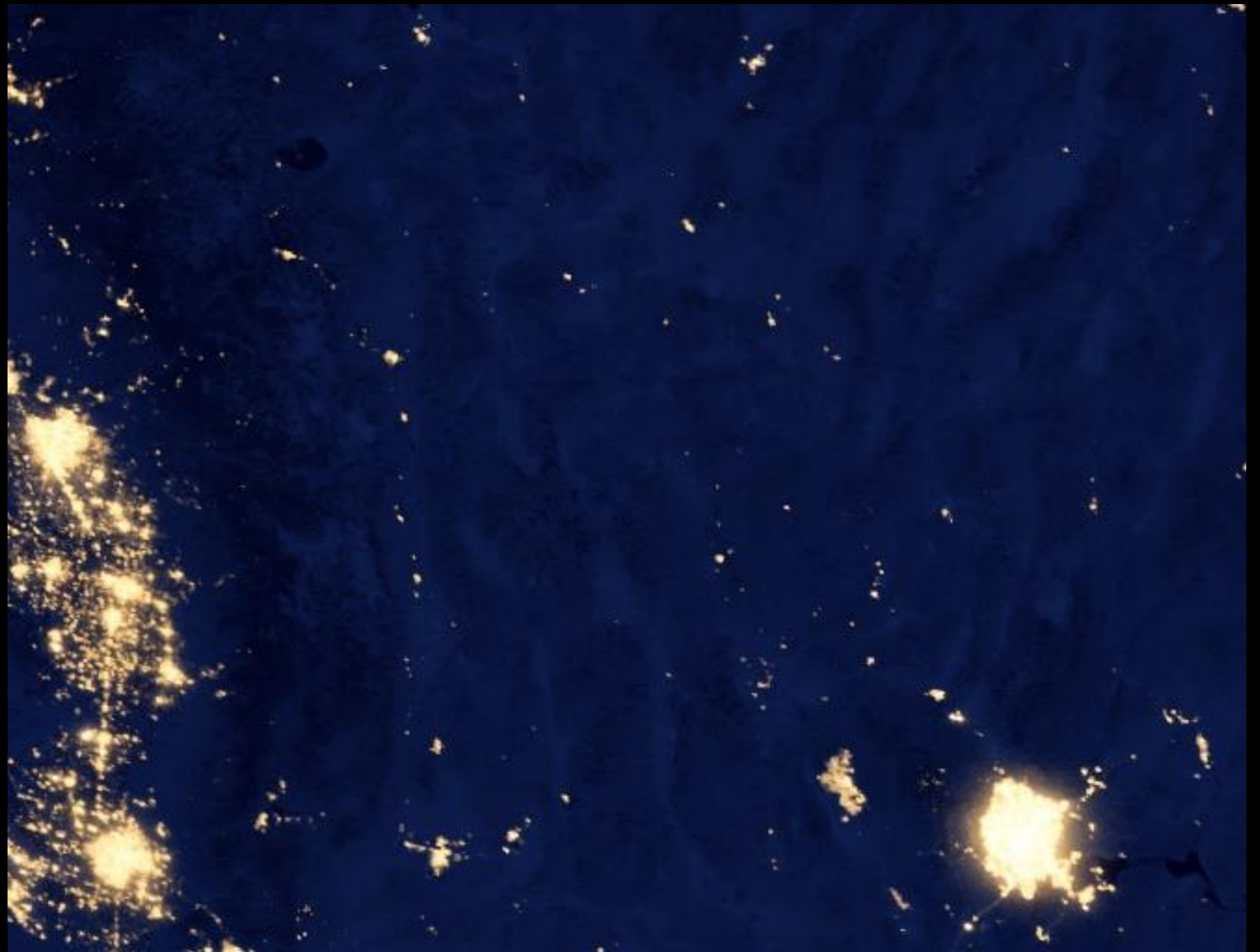
COST



COST

**Regional
Close up
of
Inyo Mono
Area**

NASA - 2012



Energy Waste



American Geophysical Union – Presentation Synopsis

City Lights Affect Air Pollution

Monday, 13 December 2010

1600h

New measurements taken from aircraft over the Los Angeles, California region indicate that human-made lighting is influencing chemical reactions in the atmosphere, altering nighttime compositions and concentrations of some airborne pollutants. A check on the relative influence of moonlight on such reactions (based on ground-level measurements made in Boulder, Colorado) finds that human-made lighting is much more of a factor in atmospheric chemistry than is natural nocturnal light. These findings could indicate increasing shifts in air-pollution's distinctive night-versus-day chemical profiles.

Participant:

Harald Stark

Research Scientist, NOAA Earth System Research Laboratory, Boulder, Colorado, USA, and
Cooperative Institute for Research in Environmental Sciences, University of Colorado, Boulder,
Colorado, USA.

Health

Circadian Rhythms

Environmental Impacts

LEDs – Blue light

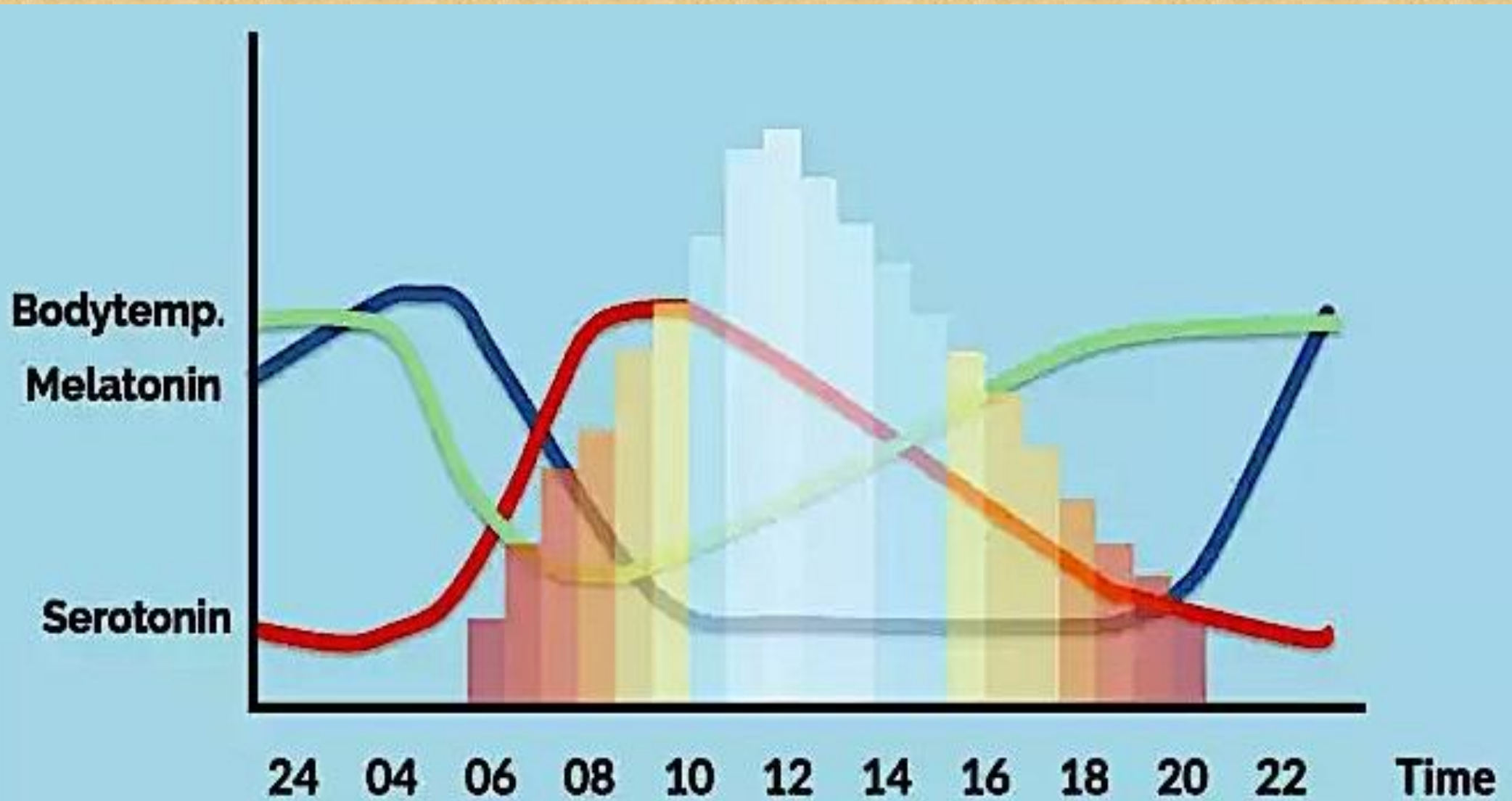
Health

Circadian Rhythms

Environmental Impacts

LEDs – Blue light

The Human Circadian Rhythm

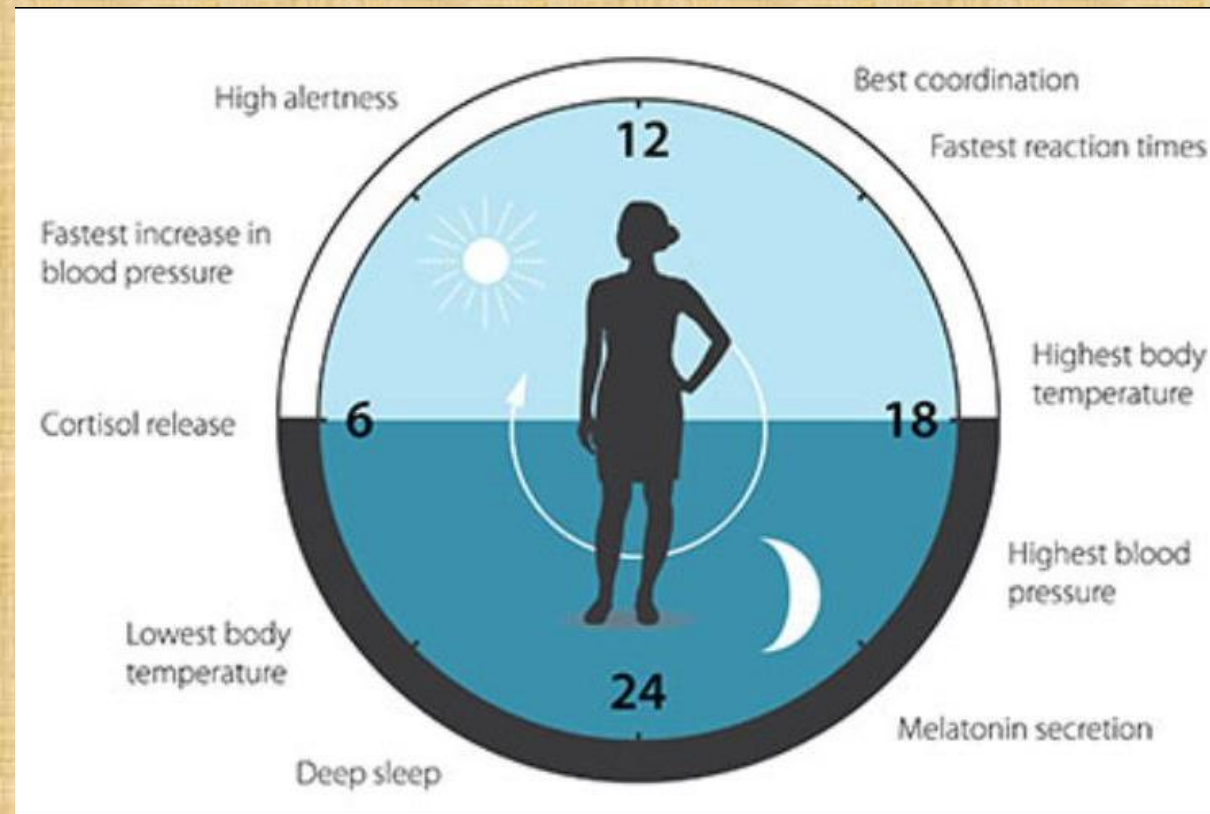


The Nobel Prize in Physiology or Medicine 2017

Jeffrey C. Hall, Michael Rosbash, Michael W. Young

Keeping time on our human physiology

The biological clock is involved in many aspects of our complex physiology. We now know that *all multicellular organisms*, including humans, utilize a similar mechanism to control circadian rhythms.



Health

Circadian Rhythms

Environmental Impacts

LEDs – Blue light

Nighttime Pollinators — 62% visit reduction with LED streetlights



Bats are Nocturnal Predators - Some are Pollinators



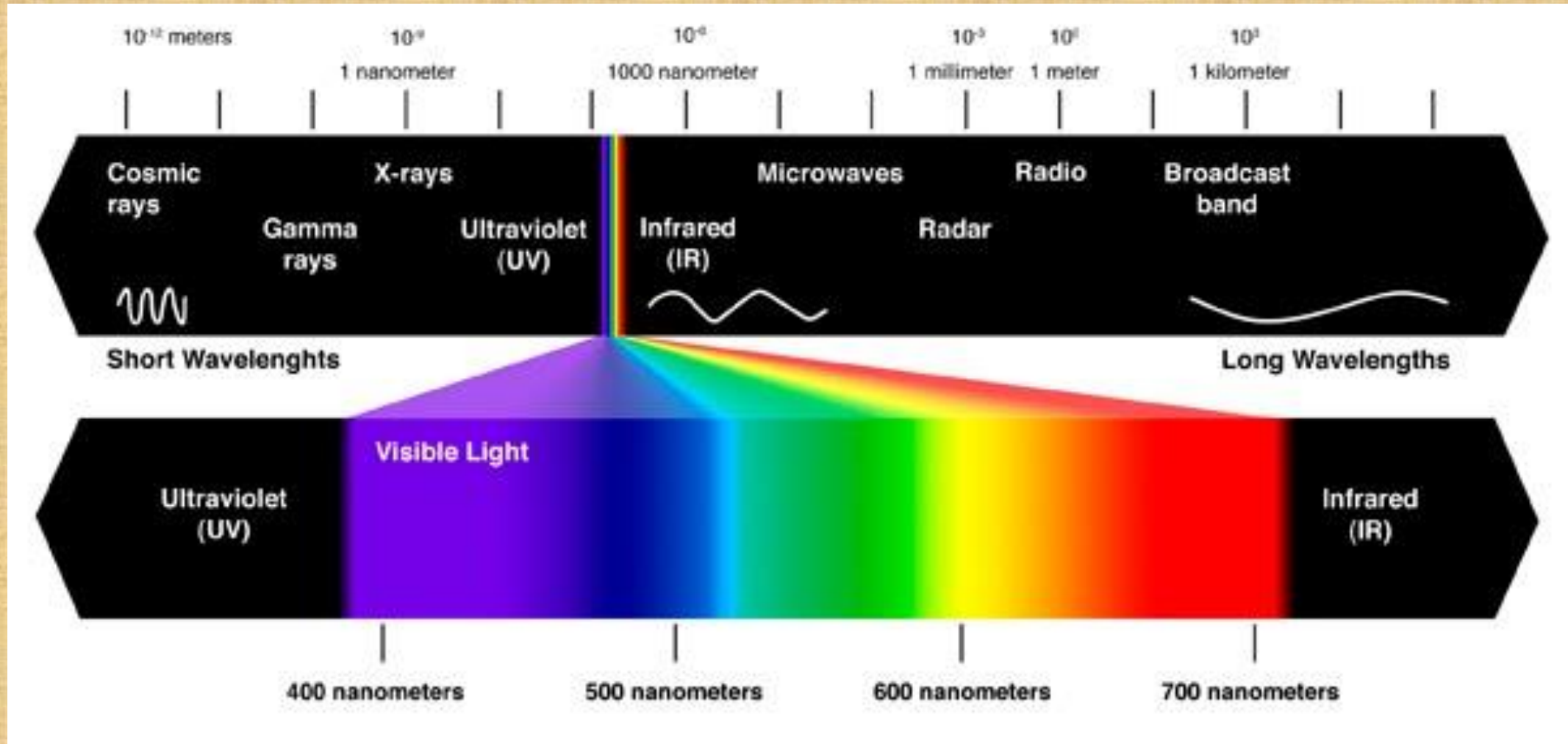
Health

Circadian Rhythms

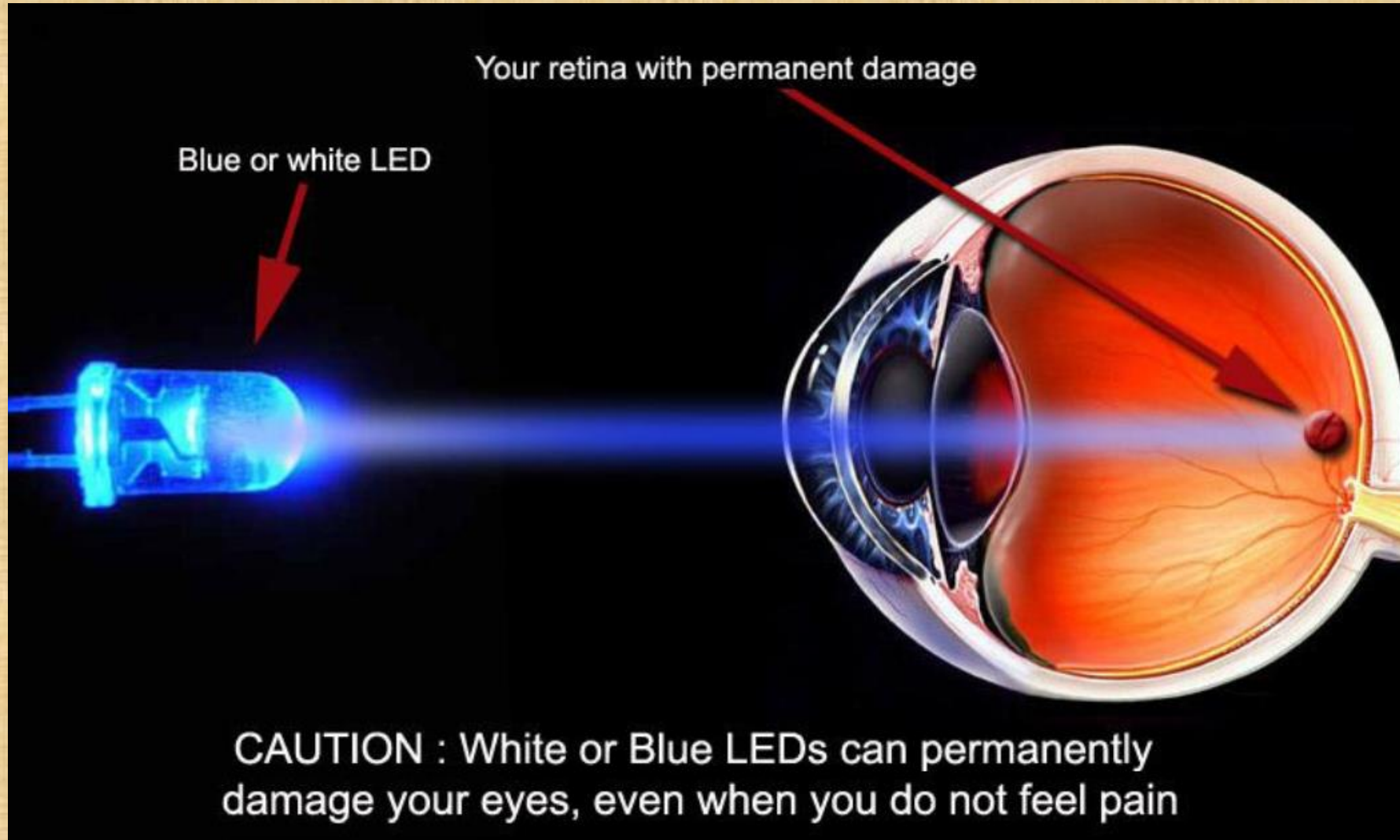
Environmental Impacts

LEDs – Blue light

Blue LEDs: A Health Hazard?

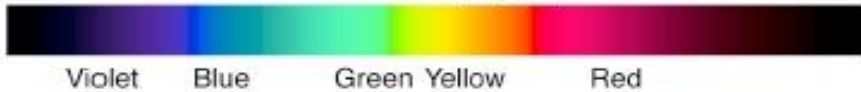
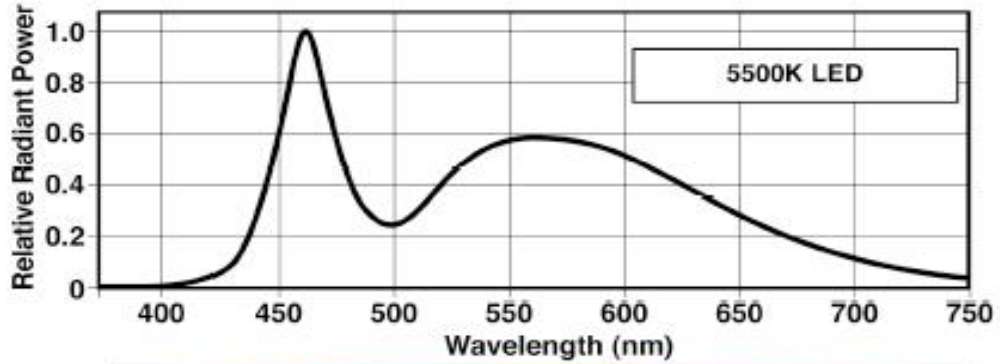
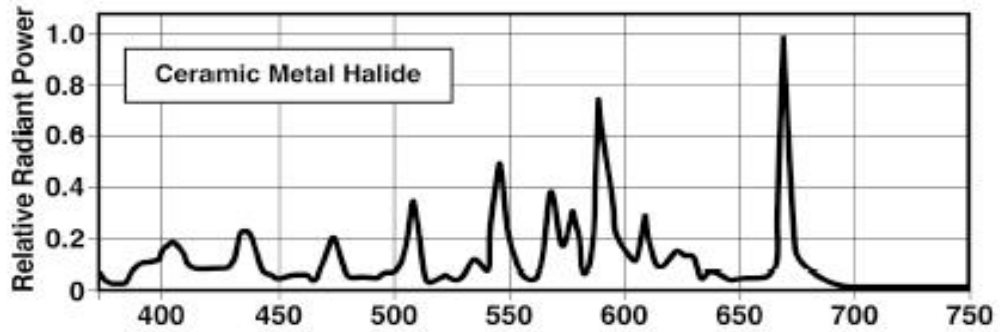
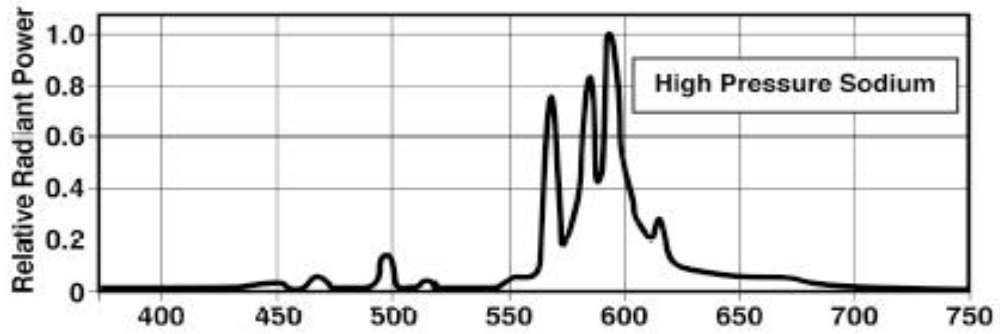


Oh NO: Science !

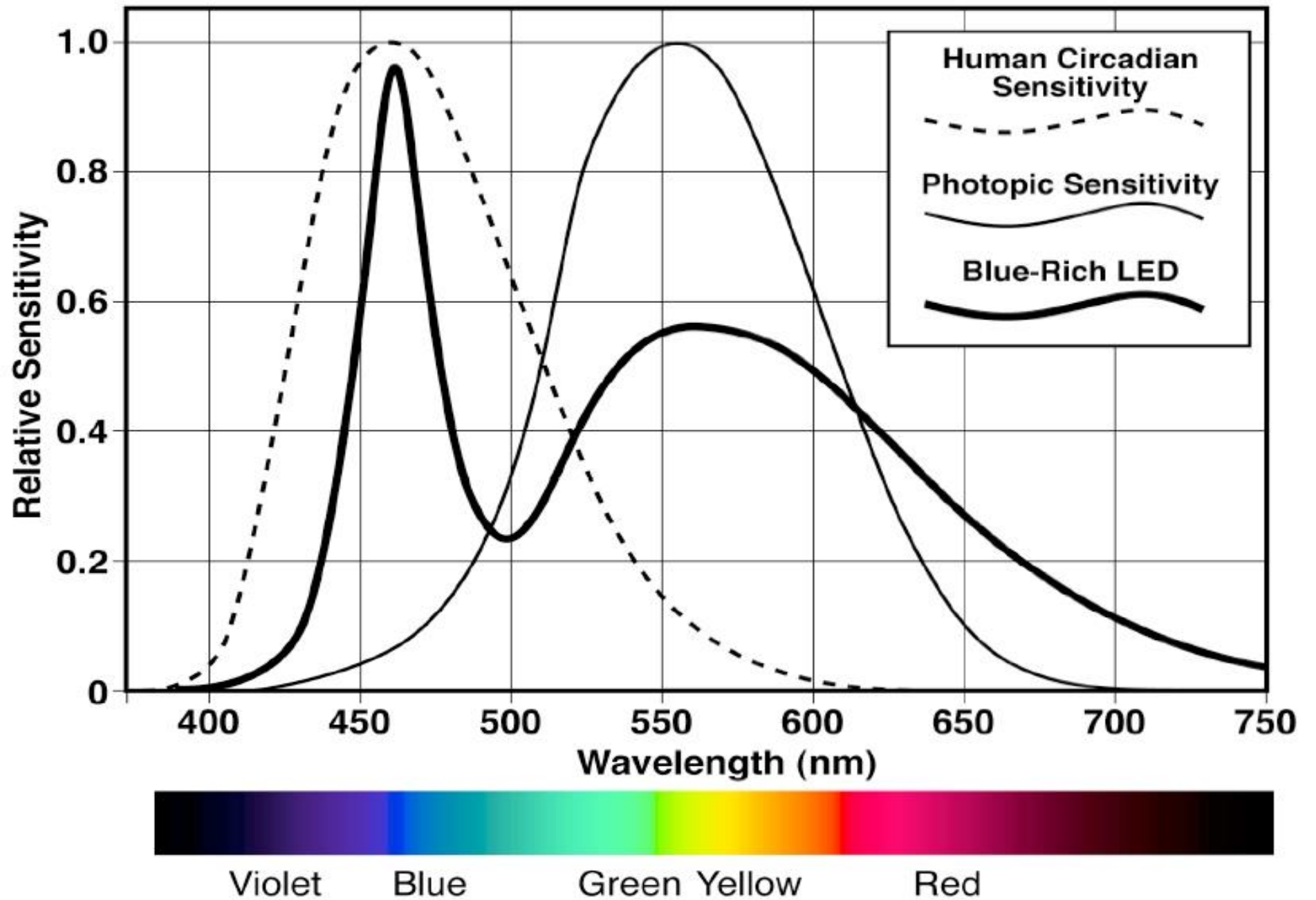


Outdoor LED Lights Compared

Lone Pine

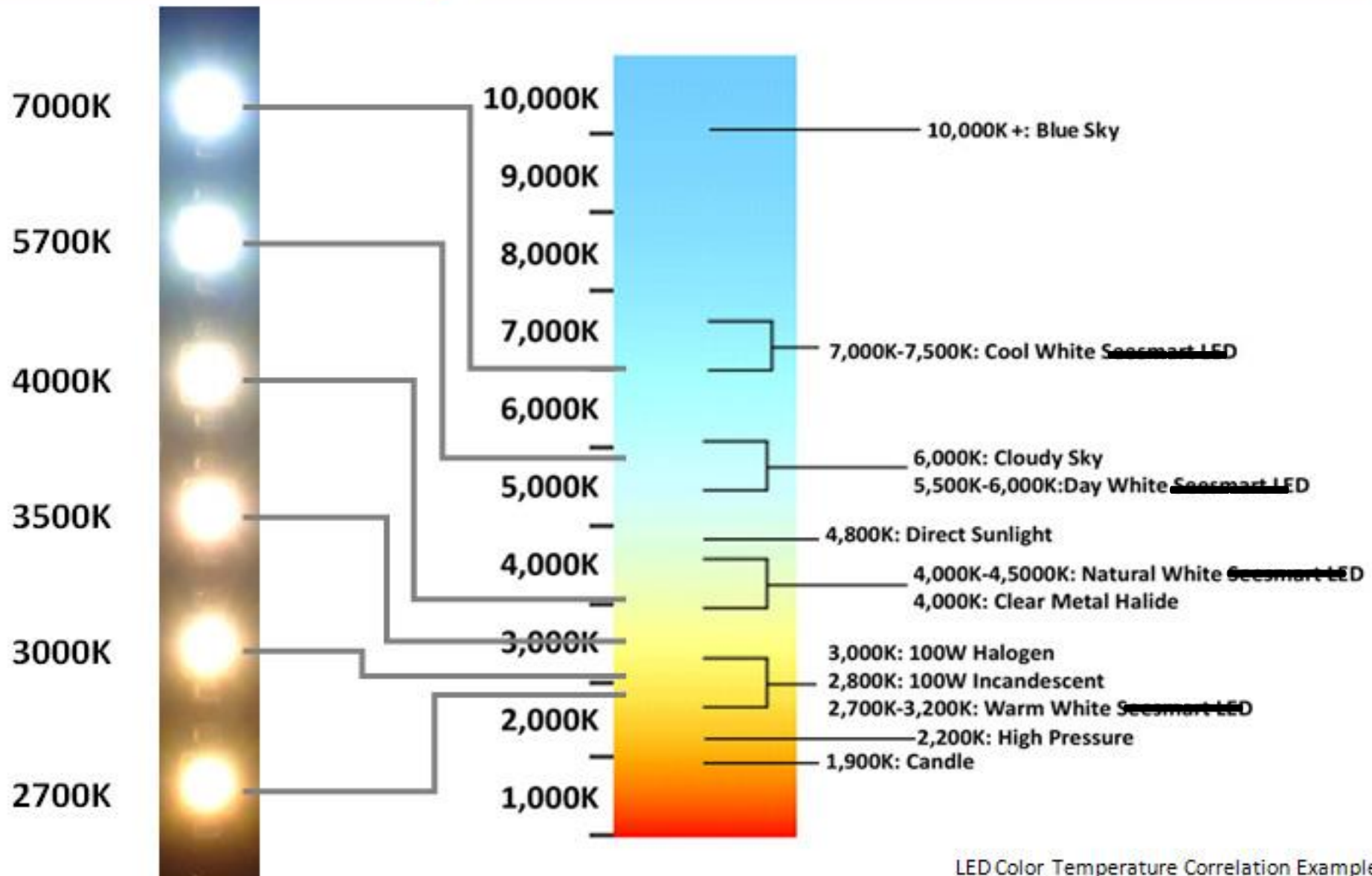


**Blue
Light
is
between
450-495 nm**



Basic LED Reference Example

Kelvin Color Temperature Scale Chart



LED Color Temperature Correlation Example

Davis Will Spend \$350,000 To Replace LED Lights After Neighbor Complaints

DAVIS (CBS13) — After the city installed 650 new LED lights in May designed to save money, several neighbors complained about them, so Davis city leaders will spend \$350,000 to replace the lights.

Inez Sanchirico says the **bright blue light from the street is more like a spotlight that shines into her Davis home.** “It goes right into our bedroom right into our backyard,” she said. “We’re thrilled they’re switching the bulbs.”

CBS13 asked Mitch Sears from public works why the city is spending so much to replace the lights it just put up.

He says the **replacements are LED bulbs with a warmer look and they use 30 percent less energy.** It’s an upfront cost he says will save Davis money in the end.

Examples of Light Pollution

Sky glow

Impaired Visibility from Glare

Light Trespass

Energy Waste

Examples of Light Pollution

Sky glow

Impaired Visibility from Glare

Light Trespass

Energy Waste

Sky Glow

Lone
Pine

from

Portal
Road
Upper
Switch-
back



Sky Glow

Las
Vegas

near

Ryan ?
DVNM



Examples of Light Pollution

Sky glow

Impaired Visibility from Glare

Light Trespass

Energy Waste

Glare

West
Line
Street

NIH
Flag
Pole



Glare

Mandich
Street

CHP



Glare



Examples of Light Pollution

Sky glow

Impaired Visibility from Glare

Light Trespass

Energy Waste

Light
Trespass

in

Ridgecrest



Examples of Light Pollution

Sky glow

Impaired Visibility from Glare

Light Trespass

Energy Waste

Wasted
Energy

Bishop

from

Sierra
View
Overlook
White
Mtns.



Lets Discuss The Local Economy

Is the Night Sky a valuable part of the Inyo County Economy?

Do people come to Inyo County because of the Dark Skies?

Is Inyo County losing visitors to other areas that have darker skies?

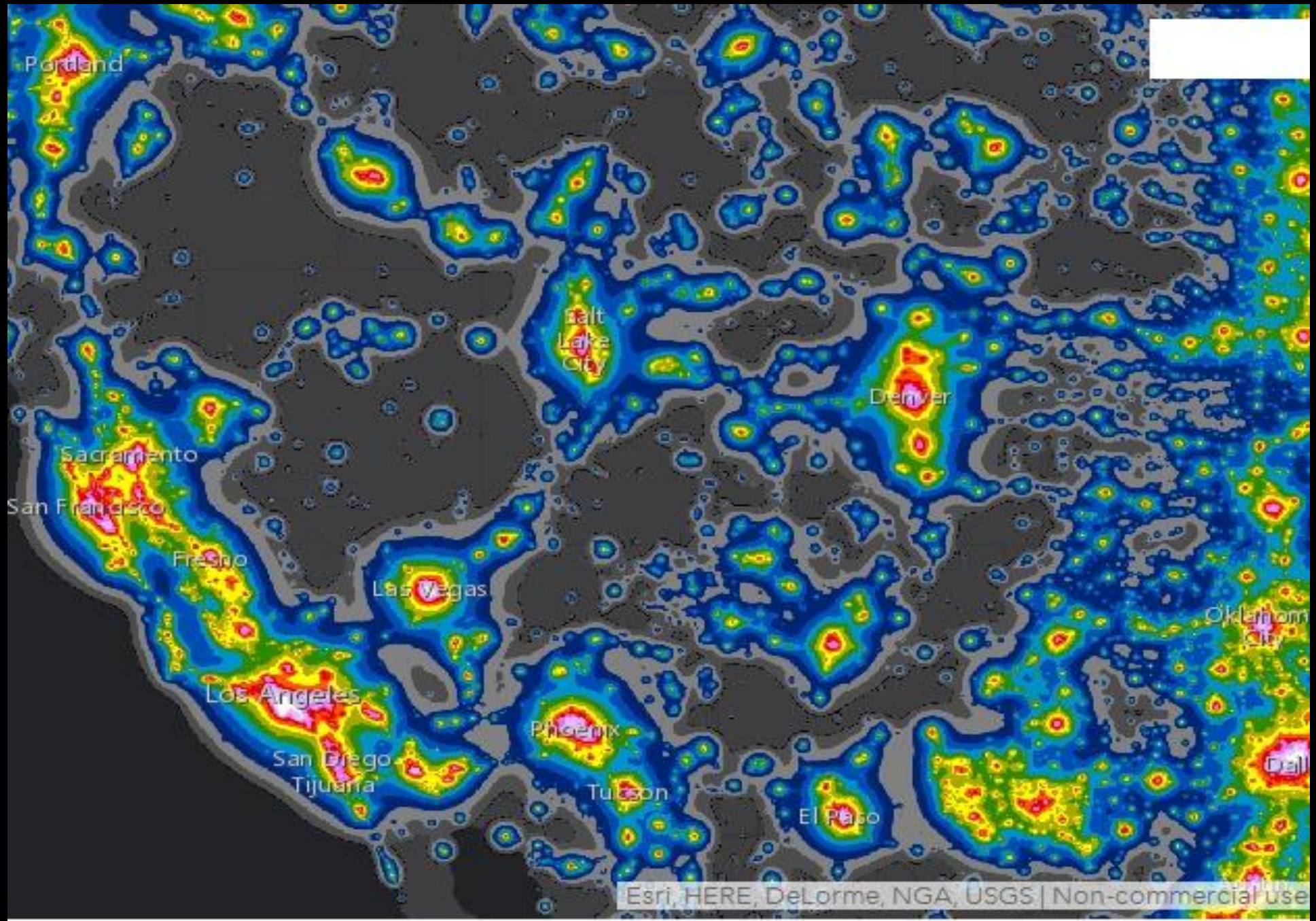
Is it time to improve the night lighting environment in Inyo County?

The Answer to all of the above is: YES

Local Economy

**Western
United States**

CIRES - 2016



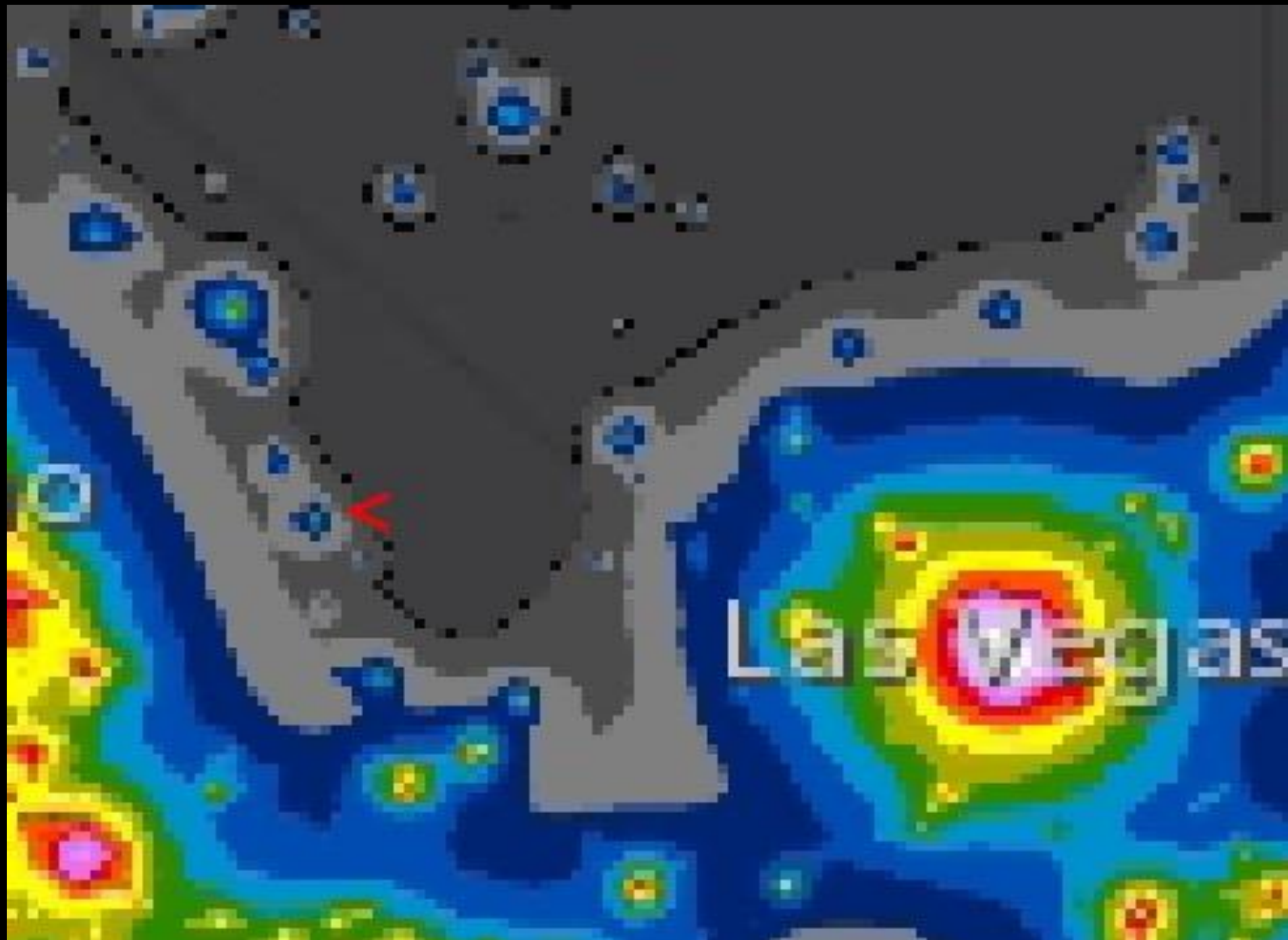
Local Economy

Regional
Close up

of

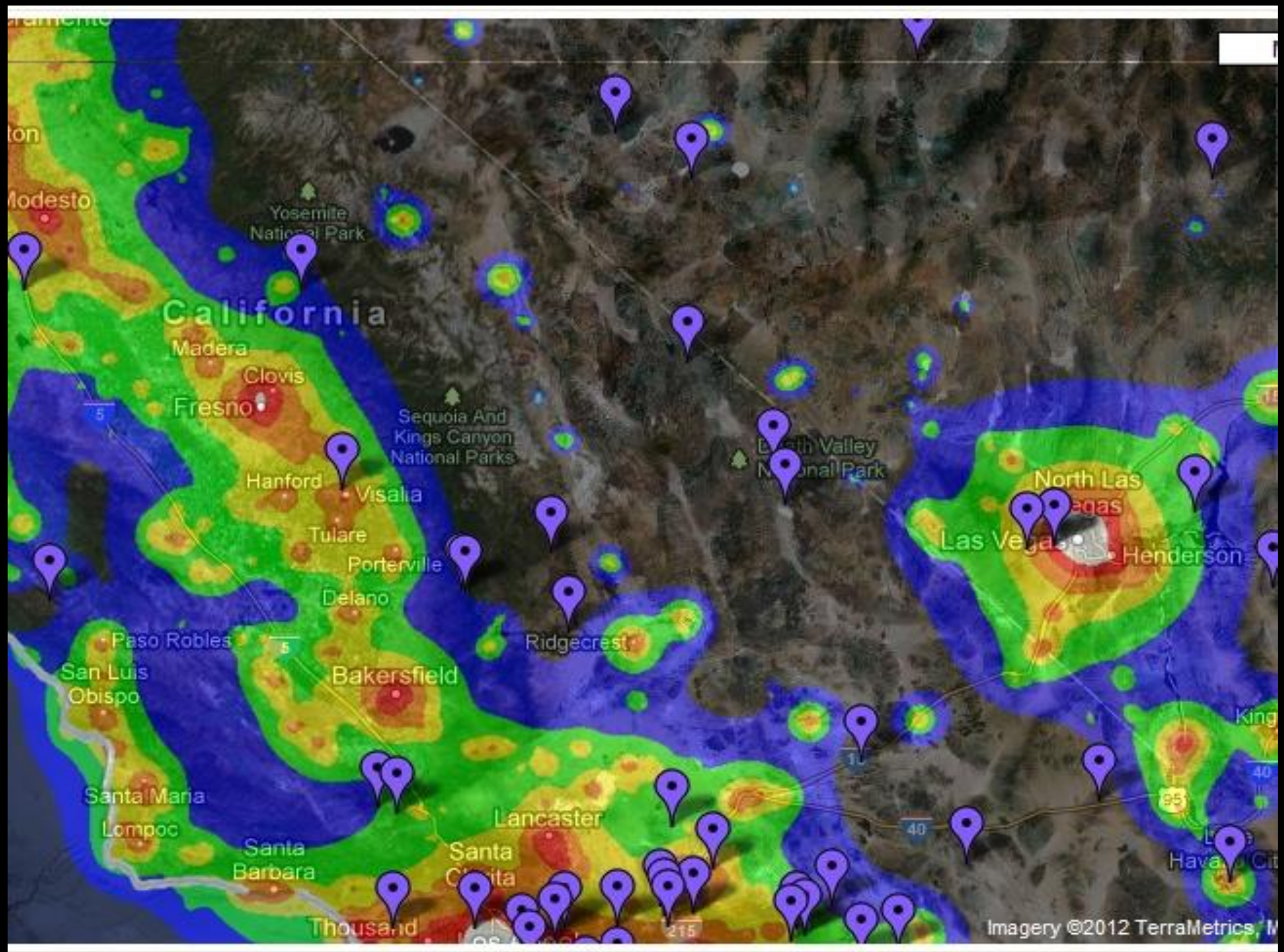
Inyo Mono
Area

CIRES - 2016



Local Economy

**Google
“Sky at Night”**



The Solution

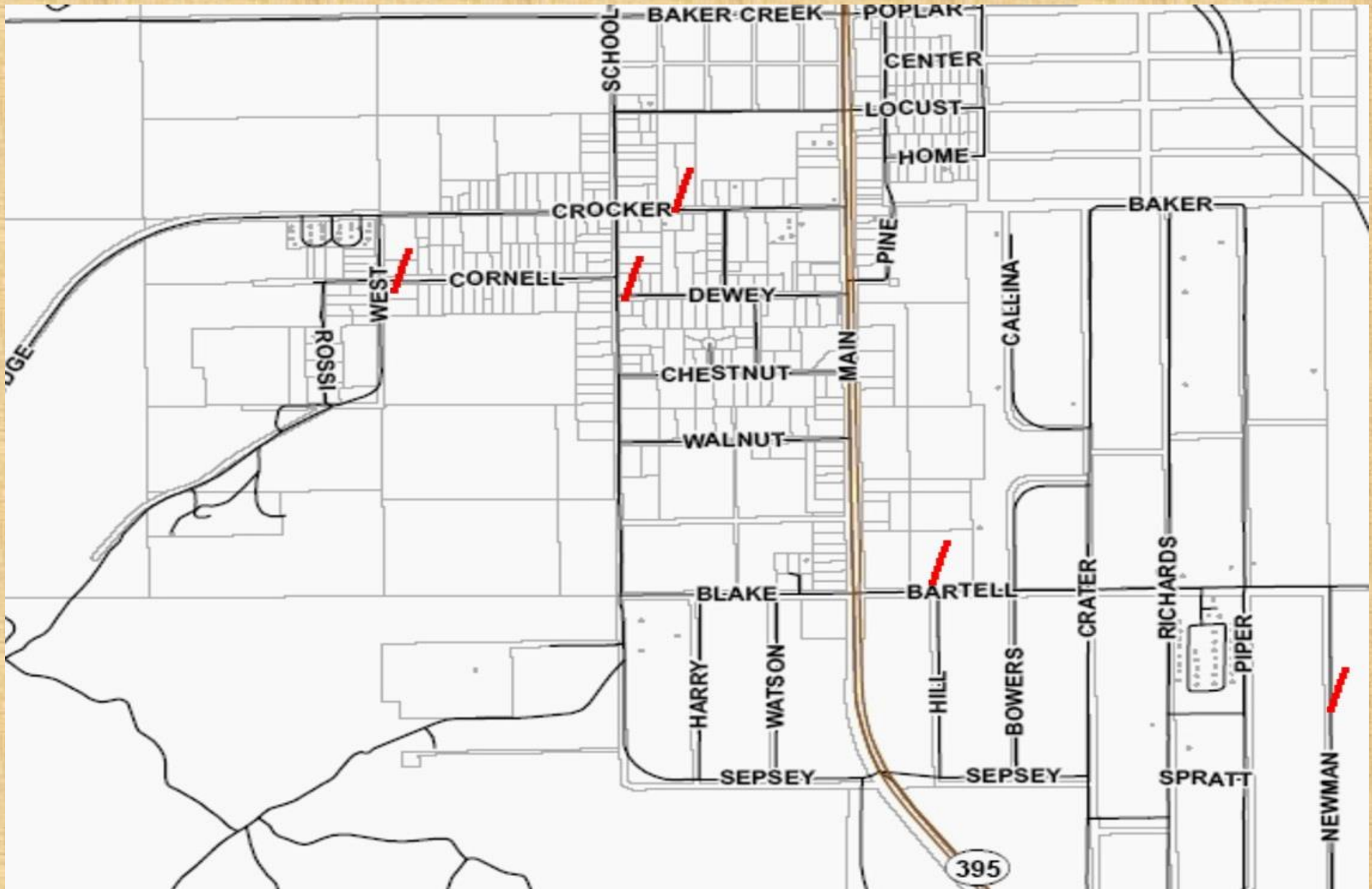
“COMMON SENSE LIGHTING”

Safe, environmentally responsible outdoor illumination practices, including a focused look at energy conservation.

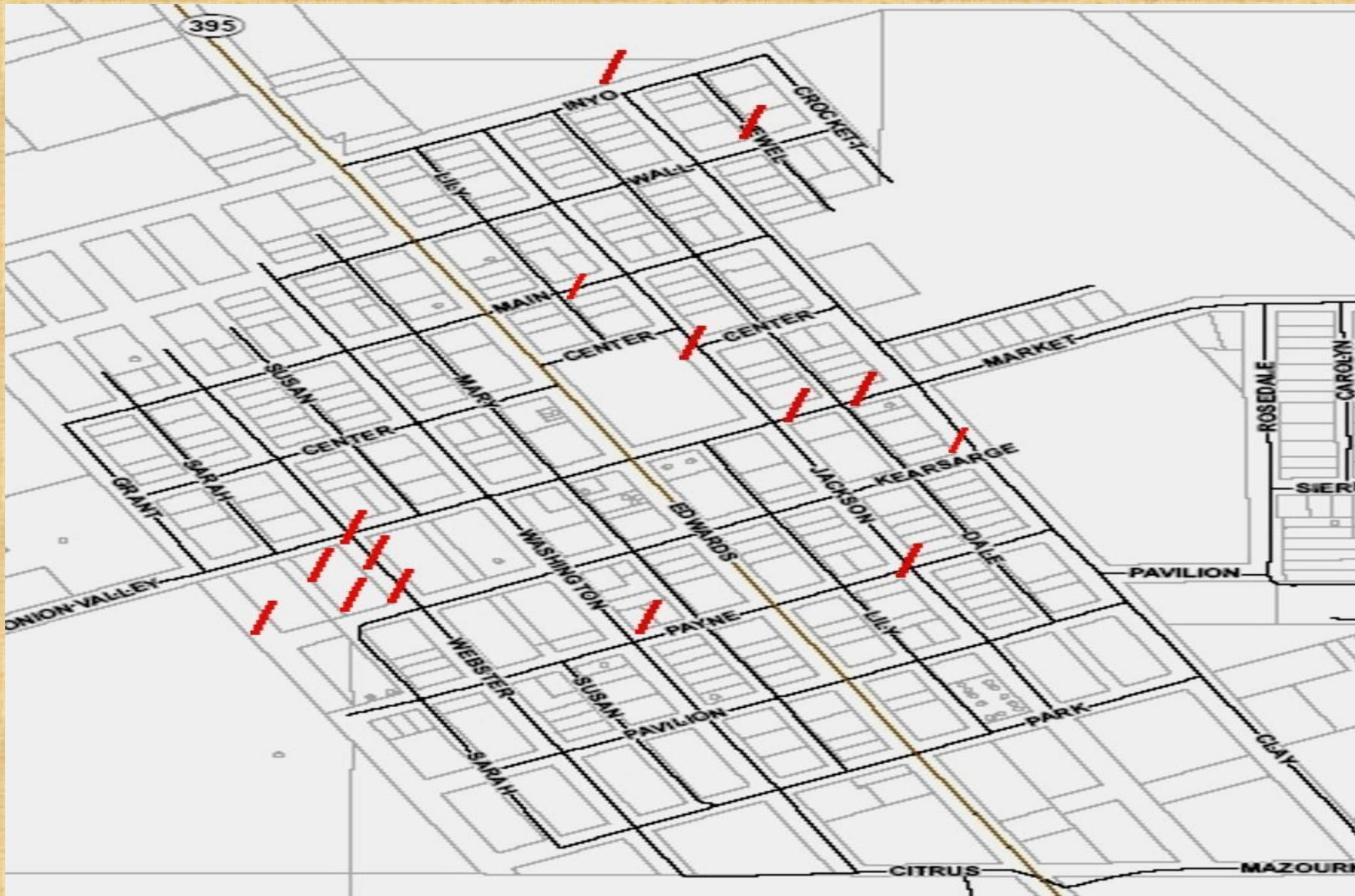
We can reclaim vast amounts of energy currently being wasted inadvertently into the night sky by poorly designed and installed outdoor lighting.

We can do this by requiring light fixtures that are fully shielded, aimed to direct light downward where it is needed, as well as using the smallest number of lights and the lowest wattage bulbs necessary to effectively light any area.

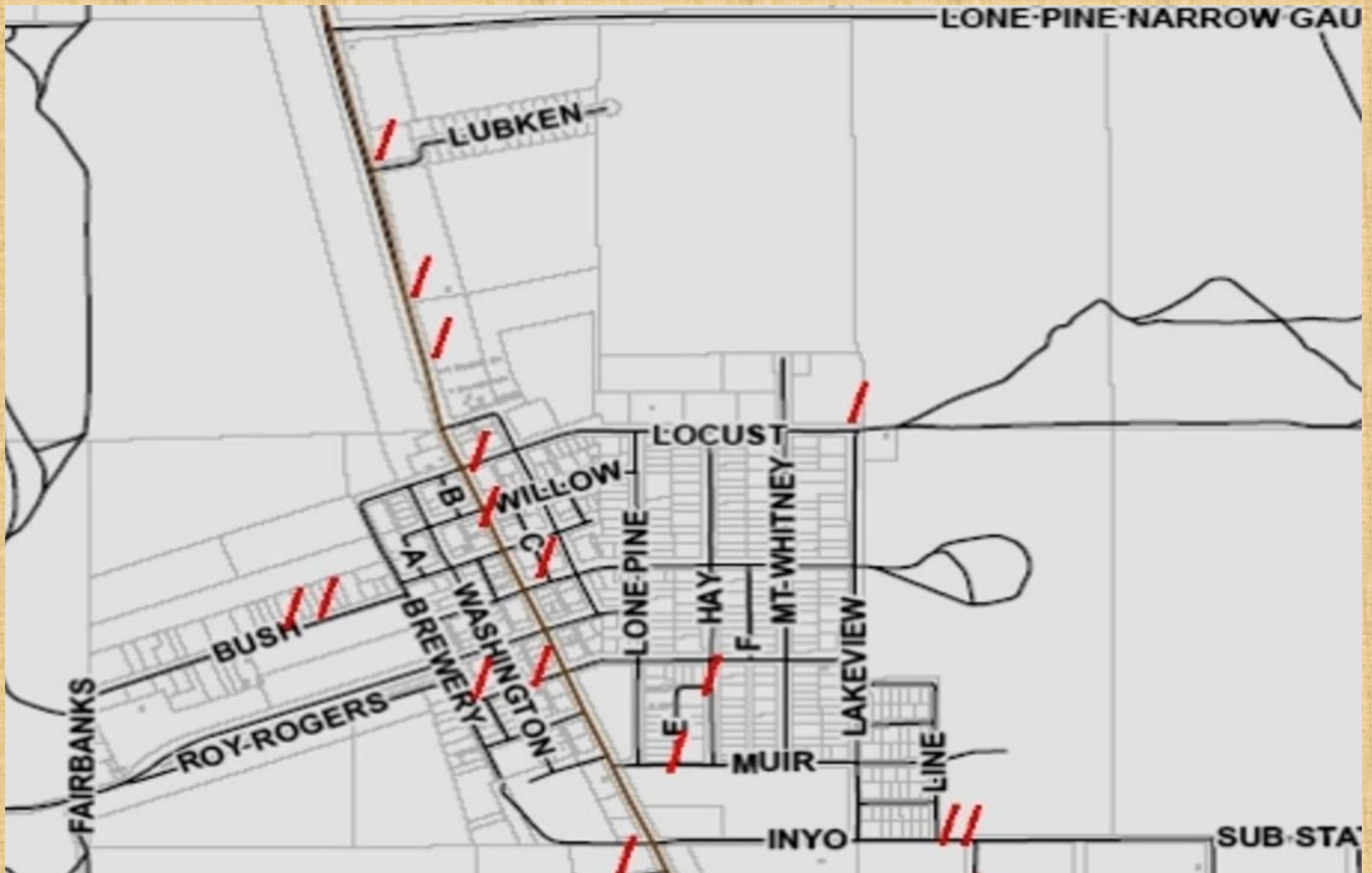
Big Pine



Independence



Lone Pine



Lone Pine & PSIR



THANK YOU





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Present County Financial Statements Fiscal Year ending 2017

DEPARTMENTAL RECOMMENDATION:

Present the fiscal year ending June 30, 2018 County Financial Statement to the Board of Supervisors.

SUMMARY DISCUSSION:

Present and discuss the County Financial Statements ending on June 30, 2018 to the Board of Supervisors.

ALTERNATIVES:

FINANCING:

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Amey Shepherd

Date: 5/21/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Clerk-Recorder-Registrar of Voters/Chief Probation Officer and
Director Health & Human Services

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Authorization to submit entries for the 2018 CSAC Challenge Awards

DEPARTMENTAL RECOMMENDATION: Request Board authorize the Chairperson to sign letters authorizing the Clerk-Recorder-Registrar of Voters and Chief Probation Officer/Director of Health and Human Services to submit applications to the 2018 CSAC Challenge Awards for the Online Fictitious Business Name Registration and Juvenile Service Redesign initiatives, respectively.

SUMMARY DISCUSSION:

The California State Association of Counties is once again calling for entries for its "Challenge Awards" competition which seeks to "recognize the innovative and creative spirit of California counties as they find innovative, effective and cost-saving ways to provide programs and services to their citizens." Entries are accepted in three population categories (Rural, Suburban, and Urban) and five issue areas (Administration of Justice & Public Safety; Agriculture, Environment & Natural Resources; Government Finance, Administration & Technology; Health & Human Services; Housing, Land Use & Infrastructure.) Applications are due June 22, 2018 and must include, among other items, a letter signed by the County Administrator or Board Chairperson authorizing the entry of the County's program(s) in the Challenge Awards competition.

Three departments are planning to submit applications for this year's CSAC Challenge Awards. Clerk-Recorder-Registrar of Voters Kammi Foote will be submitting for consideration her office's "Online Fictitious Business Name Registration" program, while the Probation Department and Health & Human Services are teaming to enter a joint application for the Inyo County Juvenile Services Redesign initiative.

A copy of the Clerk-Recorder's application is attached.

ALTERNATIVES:

Your Board could choose not to authorize the Departments' entry into the contest, but this is not recommended as the cost of doing so is minimal (\$75 per entry), and the contest helps highlight two very innovative local programs and projects, as well as the hard work and dedication of staff in implementing and maintaining those initiatives.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Outside of the \$75 entry fee required of each program/project submitted for consideration in the CSAC Challenge Awards, there is no cost associated with approving the authorization letters.

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

DEPARTMENT HEAD SIGNATURE: _____ Date: 6/6/18
 (Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE: _____ Date: 6/6/18
 (Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE: _____ Date: 6/7/18
 (Not to be signed until all approvals are received)

CELEBRATE POWERFUL COUNTY INNOVATION AND BEST PRACTICES



SUPER COUNTY PROGRAMS



CALIFORNIA
Counties

2018 CSAC CHALLENGE AWARDS

DEADLINE JUNE 22, 2018!

call for entries

The California State Association of Counties (CSAC) invites you to enter our 2018 Challenge Awards competition!



Spotlight your county's best practices while recognizing your staff for developing innovations in county government!

These unique awards recognize the innovative and creative spirit of our California Counties as they find innovative, effective and cost-saving ways to provide programs and services to their citizens.

Please read the following instructions and consider entering your county's programs/projects to win one or more of these awards.

ENTRY CATEGORIES

All entries must be placed in both a specific issue area category and population category. (CSAC reserves the right to move an entry to a different category.)

ENTRY CATEGORIES

ISSUE AREAS

Administration of Justice & Public Safety – Includes programs associated with local law enforcement and public safety, adult and juvenile detention, and probation.

Agriculture, Environment & Natural Resources – Includes programs associated with agriculture, the environment, air quality, water, flood control, energy, parks and recreation, public lands, forestry, mining, endangered species, solid waste, and hazardous waste.

Government Finance, Administration & Technology – Includes programs associated with internal operations, employee training and wellness, workers' compensation, public records, technology, economic development, libraries, elections, food safety, and disaster planning/response.

Health & Human Services – Includes programs associated with health care, mental health, homelessness, foster care, child welfare services, adult protective services, IHSS, general assistance, aging, CalWORKs, county hospitals, the indigent, and veterans.

Housing, Land Use & Infrastructure – Includes programs associated with housing, land use, growth, planning, transportation, infrastructure, and tribal gaming issues.

POPULATION

Population categories reflect the three caucuses within CSAC: **Rural, Suburban and Urban Counties**. On your entry form, please check which population category you are entering.

Rural – Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, San Benito, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, Yuba.

Suburban – Butte, Imperial, Kern, Marin, Merced, Monterey, Napa, Placer, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tulare, Yolo.

Urban – Alameda, Contra Costa, Fresno, Los Angeles, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Ventura.

ELIGIBILITY

Only programs that are developed, managed or funded by a county department or agency are eligible. Multi-county programs are eligible. Court-related programs must be coordinated or funded by a county.

An entry can only be submitted in one category; if a program is inter-departmental, please mark the category that best reflects the nature of that program.

Programs that have previously received a Challenge Award cannot be entered again; Merit Award recipients are eligible.

Judges will be looking for programs that are innovative, unique and replicable. To enhance your chances, county programs or projects submitted should be in existence for at least one year.

CALIFORNIA
Counties



ALL CHALLENGE AWARD ENTRIES WILL BE CONSIDERED FOR SPECIAL AWARDS AT THE JUDGES' DISCRETION.
THESE AWARDS WILL NOT BE SUBJECT TO THE POPULATION CRITERIA OUTLINED ABOVE.



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



June 12, 2018

CSAC Challenge Awards
1100 K Street, Suite 101
Sacramento, CA 95814

Re: Online Fictitious Business Name Registration

The Honorable CSAC Challenge Award Committee:

On behalf of the County of Inyo Board of Supervisors, I hereby authorize entry of the Online Fictitious Business Name Registration program in the 2018 CSAC Challenge Awards competition. This program will be entered in the "Rural" population category under the "Government Finance, Administration & Technology" issue area.

Please find attached a check in the amount \$75, an official entry form, and an executive summary of the project.

Thank you for the opportunity to highlight this innovative and successful program.

Sincerely,

Dan Totheroh,
Chairperson,
Inyo County Board of Supervisors

ENTRY FORM

You may type this information on a separate sheet and submit as Page I of your entry:

ISSUE AREA CATEGORY:

- Administration of Justice & Public Safety
 Agriculture, Environment & Natural Resources
 Government Finance, Administration & Technology
 Health & Human Services
 Housing, Land Use & Infrastructure

POPULATION CATEGORY:

- Rural County
 Suburban County
 Urban County



CALIFORNIA

Inyo County

County Name

Kammi Foote, County Clerk

Contact Name and Title

PO Drawer F

Mailing Address

Independence CA 93526

City State Zip

760-878-0410

Phone Ext.

kfoote@inyocounty.us

Email

TITLE OF THIS ENTRY

(to be used on award - seven words maximum)

Online Fictitious Business Name Filings

REMEMBER TO INCLUDE THE FOLLOWING FOR EACH ENTRY:

- Completed entry form; remember to check the appropriate issue area and population categories.
- 2-Page executive summary.
- Copy of endorsement letter authorizing entry. One letter may be used for multiple entries, but please include a copy for each entry.
- Enclose payment of \$75.00 for each entry. One check may be used for multiple entries.

CHECKS SHOULD BE MADE

PAYABLE TO:

CSAC Challenge Awards

MAIL OR DELIVER ALL OF THE ABOVE TO:

CSAC Challenge Awards
1100 K Street, Suite 101,
Sacramento, CA 95814



2017 CSAC CHALLENGE & MERIT AWARD RECIPIENTS

CHALLENGE AWARDS

Administration of Justice

Rural: Humboldt County - Re-Programming Corrections
Suburban: Yolo County - Yolo County Construction Program
Urban: Santa Clara County - Advancing Innovative Pretrial Justice Reform for All

Agriculture, Environment & Natural Resources

Rural: Humboldt County - Medical Cannabis Trace and Trace Pilot Project
Suburban: Monterey County - Farmworker Advisory Committee
Urban: Los Angeles County - The Growing Experience Environmental Resource Center

Government Finance, Administration & Technology

Rural: Humboldt County - Budget Road Show
Suburban: Tulare County - Project Foxtrot Fire APP
Urban: Los Angeles County - DCFC Student Info Tracking System

Health & Human Services

Rural: Sutter/Yuba Counties - Embedding Behavioral Health Crisis Staff in ERs
Suburban: Marin County - Rx Safe Marin: Prescription Drug Misuse/Abuse Initiative
Urban: San Bernardino County - Housing Support Program Collaborative
Ventura County - Health Insurance Eligibility APP

Housing, Land Use & Infrastructure

Rural: Nevada County - Over-the-Counter Plan Review Program
Suburban: Sonoma County - Creating More Housing with 100% Rental Density Bonus
Urban: Los Angeles County - Spanish Planning Program

MERIT AWARDS

Administration of Justice

Rural: None Given
Suburban: Imperial County - Imperial County Adult Re-Entry Summit
Napa County - Dosage Probation
Shasta County - SB 1143 Early Implementation Best Practice Solutions
Urban: Riverside County - Intensive Re-Integration Services (IRIS) Unit
Santa Clara County - Santa Clara Probation - Family of Friends

Agriculture, Environment & Natural Resources

Rural: Mariposa County - Mariposa Clean Sweep
Mono County - Thermal Biomass Boiler Project
Suburban: Kern County - Electronic-Based Permit System for Energy Permits
Marin County - Parks Prescriptions Partnership Improves Community Health Outdoors
Urban: Alameda County - Train Next Generation of Climate Protection Leaders
San Diego County - CIVICS Program

Government Finance, Administration & Technology

Rural: Humboldt County - All Hands Training Day
Humboldt County - Tsunami Zone APP
Mendocino County - Comprehensive New Employee Orientation
Suburban: Sonoma County - Marriage License Signature Project
Urban: Alameda County - Automated Employee Onboarding System
Contra Costa County - Rain Map APP
Los Angeles County - Library Offers Life Skills Training for Teens
Riverside County - Riverside County Transformation
Riverside County - Unity: Medical, Health & Traditional Emergency Management
San Bernardino County - Virtual Receptionist

Health & Human Services

Rural: Humboldt County - Child Support Collections for Multiple Small Counties
Nevada County - Nevada County CalWORKS Connection Program
Nevada County - What's Up? Wellness Checkups in Nevada County
Suburban: Napa County - Homeless and Housing System Change in Napa
Urban: Alameda County - One Touch: Customer Centric Distributed Work Model
Contra Costa County - Inter-County Business Intelligence Partnership
Contra Costa County - Parent Partner Program of Contra Costa County
San Bernardino County - Mutual Aid for a Public Health Emergency
San Mateo County - Ending Homelessness in San Mateo County
Ventura County - Safe Alprazolam Prescribing and Benzodiazepine Monitoring Program

Housing, Land Use & Infrastructure

Rural: None Given
Suburban: None Given
Urban: Los Angeles County - Buyers Beware: Property Buying Education Program

THANK YOU FOR ENTERING AND GOOD LUCK! www.counties.org

Submission: CSAC Challenge Award Submission
Inyo County: Online Fictitious Business Name Registration
Program Category: Government Finance, Administration, and Technology
Population Category: Rural

Overview (25 words or less) – The Inyo County Clerk-Recorder launched the first completely digital Fictitious Business Name Filing in California, dramatically increasing compliance, transparency, ease of operation and efficiency. (25 words)

Challenge – Inyo County is the second largest county in California, with a very dispersed population. Many residents live more than 40 miles from the County offices—making filing paperwork in-person at the County offices time-consuming and expensive. Having longer commute times can also reduce compliance rates with required filings, such as Fictitious Business Name (FBN) Filings. Unfortunately, Inyo County has few resources to expand services, so we must look for innovative ways to make processes easier and more accessible for residents. We're seeing increasing smartphone use, even among rural and elderly populations, and constituents increasingly expect access to 24/7 digital services. The County wanted to explore digitizing the FBN process, but its existing technology systems couldn't accommodate the required elements, which included capturing digital signatures. Luckily, we were able to work with CityGrows, a government technology startup based in Los Angeles, to build an online FBN process, which launched in December, 2017.

Explain the unique or critical factors that led to this project.

The factors that led to the success of this process were:

- The County leadership's interest in providing accessible digital services to its rural population
- The County's willingness to work with a startup in the government technology space, particularly to consider new ways of funding software (without any up-front costs or procurement, with compensation derived through payment processing fees passed on to constituents)
- The office staff's interest and support for digital solutions
- CityGrows' interest in learning about and supporting the needs of rural governments

Innovative Solution – One of the most difficult challenges for small local governments to overcome is the technical challenges and costs involved with delivering digital services. In a time of limited budgets and overworked IT staff, it's very difficult for government to implement better technology. Working together, CityGrows and Inyo County analyzed the existing paper forms and in-office workflow, discovered opportunities to streamline questions, automatically calculate payments, and explored ways to meet the legal requirements for online signatures.

We're proud to report that more than 80% of filings now take place on our new digital platform!

Originality – Inyo County was the first county to launch a fully online FBN process, despite our small size and limited budgets.

Cost Effectiveness –This program has resulted in increased efficiency for our staff, increased compliance with FBN filing requirements for the public (and therefore a modest increase in revenue to the County) while operating without any additional cost to Inyo County.

What was the program/project's budget? \$0

How much money did the program save? We estimate that over the first six months of the process, we've saved resources through increasing efficiency. With this program, we've reduced the staff time needed to process each FBN by at least seven minutes. We are a small county and process approximately 20 FBNs per month, for a savings of 14 hours of staff time (approx. \$600) over the last six months of implementation.

Results - The online FBN program has been embraced by the business community in Inyo County. The program generated local press coverage when it was approved by the County Supervisors, and again when it was implemented. It's gotten positive feedback from business owners, county staff, banking professionals and our elected officials. Instead of having to drive up to 80 miles round trip, or wait weeks for forms to be processed by mail, FBNs can now be submitted and filed within hours. Local credit unions have shared with the County Clerk that they now direct customers to the online FBN program, allowing them to open up an account for their customers immediately.

Project or Program Contact:

Kammi Foote, Inyo County Clerk-Recorder
PO Box F
Independence, CA 93526
Ph 760-878-0224
kfoote@inyocounty.us



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



June 5, 2018

CSAC Challenge Awards
1100 K Street, Suite 101
Sacramento, CA 95814

Re: Inyo County Juvenile Services Redesign Program

The Honorable CSAC Challenge Award Committee:

I support and authorize the entry of the Inyo County Juvenile Services Redesign Program to be evaluated for the 2018 Challenge Awards competition. This year Inyo County will be entering in the Rural category under the Administration of Justice & Public Safety issue area.

On behalf of Inyo County I would like to thank you for the opportunity to highlight one of our innovative and successful programs within our local criminal justice system.

Sincerely,

Dan Totheroh,
Chairperson,
Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 24

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

FROM: Water Department

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: 2018-2019 Fiscal Year Lower Owens River (LORP) Annual Work Plan, Budget, Schedule, and Amendment

DEPARTMENTAL RECOMMENDATION:

The Water Department requests the Board adopt the 2018-2019 Fiscal Year LORP Annual Work Plan. Adoption is contingent on adoption of the same by LADWP.

SUMMARY DISCUSSION:

(1) The County and LADWP are jointly responsible for funding the LORP. For the past 9 years, funds set aside as a credit from LADWP, and funds in the LORP Trust Account, have been drawn upon to pay the County's share of its LORP costs. The responsibilities and obligations of each party are described in the May 18, 2010, *AGREEMENT BETWEEN THE COUNTY OF INYO AND CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER CONCERNING THE OPERATIONS AND FUNDING OF THE LOWER OWENS RIVER PROJECT*; commonly referred to as the Post-Imp Agreement. This funding agreement commits each of the parties to fund the LORP for 15 years, ending July 11, 2022. According to the Post-Imp Agreement (Sec. II.A): *After July 11, 2022, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted.*

The beginning Post-Imp Agreement Credit Account balance was \$2,253,033, and the beginning Trust Account balance was \$3,368,017 for a total balance of \$5,621,050. Currently, as of May 15, 2018 the Credit Account, has a balance of \$1,246,474, and as of February 1, 2018 the Trust Account holds \$2,476,657. The sum of these balances is \$3,723,131.

(2) The 2004 Final Environmental Impact Report for the Lower Owens River Project ("FEIR") Section 2.2.1 provides that in December of each year, the Technical Group will develop and adopt an annual work program for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented.

The 2018-2019 Work Plan was prepared according to the Agreement between the County of Inyo and City of Los Angeles Concerning Operation and Funding of the Lower Owens River Project (Funding Agreement) Sections D, E, and F. On April 12, 2018, the Technical Group agreed on a 2018-2019 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

In FY 2018-2019 the total cost to fund the LORP is \$553,142. The County will pay \$141,700 from the LORP Trust Account to fund a portion of the LORP related work. This amount is less than LADWP's contribution of \$411,442 so under the Agreement between the County of Inyo and City of Los Angeles

Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement), the LADWP will increase or decrease the County's LORP Post-Implementation Credit by the difference divided by two. This year the LORP Credit will be reduced by \$134,871.

The 2018-2019 Work Plan includes provisions for:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Hydrologic monitoring and reporting of Lower Owens River flows.
3. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
4. Biological and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan.
5. Services provided by the two LORP consultants Mark Hill and Bill Platt (formally Ecosystems Sciences Inc.)
6. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
7. Other work or activities including mosquito abatement, beaver control, noxious weed treatment.

Descriptions of these tasks and cost breakdowns can be found in the Work Plan and Budget.

The following Table summarizes the expenses anticipated by each party and costs for the MOU consultant that was agreed to by the Technical Group on April 12, 2018.

Table 1. 2018-2019 LORP Work Plan Summary Budget

Inyo County	Staff Work Days	Budgeted Staff Time, Materials, and Equipment	Payment/Credit
Biologic and Water Quality	84	\$0	
Mosquito Abatement	-	\$30,000	
MOU Consultant	-	\$61,700	
Noxious Species Control	-	\$50,000	
Inyo County Totals	84	\$141,700	(\$134,871)
LADWP	Budgeted Staff Work Days	Budgeted Staff Time, Materials, and Equipment	
Hydrologic Monitoring	-	\$77,160	
Biologic and Water Quality	84	\$0	
Operations and Maintenance	-	\$294,282	
Mosquito Abatement	-	\$30,000	
Rodent Control	-	\$10,000	
LADWP Totals	84	\$411,442	
Combined Total	168	\$553,142	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			(\$134,871)

Biologic and water quality monitoring is conducted by staff from both LADWP and the Water Department. For budgeting purposes a day-for-day offset is used, rather than dollar-for-dollar. In 2018-2019, a combined effort on the Biological and Water Quality work is estimated to require a combined 168 people-days, split evenly between the County and LADWP.

LORP Operations and Maintenance in 2018-2019 is estimated to cost \$166,032 for the river, and \$276,424 for Blackrock Waterfowl Management Area, for a total of \$442,456. The CPI adjusted total is \$294,282.

The County will administer the contracts with the MOU Consultants Mark Hill and Bill Platt. Up to \$61,700 will be withdrawn from the Trust Account to pay consultant expenses in 2018-2019.

Background, Requirements, and Constraints on LORP Funding

Funding for the LORP is prescribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account (504103), *Sierra Club vs. LA Court Trust* ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000 obtained from the U.S. Bureau of Reclamation, \$250,000 obtained from the U.S. Department of Housing and Urban Development, and \$150,068 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965 and the \$2,989,932 that will be applied to the LORP initial construction costs (a difference of \$2,253,033), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post

Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033 will be annually adjusted upward or downward in accordance with the previous April Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP.

ALTERNATIVES:

Direct staff to work with LADWP to modify the 2018-2019 Fiscal Year Lower Owens River Project Work Plan, Budget, and Amendment.

OTHER AGENCY INVOLVEMENT:

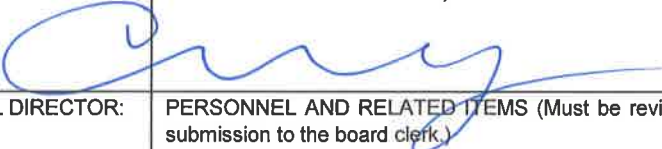
LADWP, Inyo/Mono Agricultural Commissioner

FINANCING:

Adoption of the Work Plan and Amendment would require a payment of \$141,700 for 2018-2019, which has been budgeted in the Water Department's Budget (024102). Sufficient funds are available in the Post-Implementation Credit and Trust Account (504103) to fund this work.

The current LORP Credit Account balance is \$1,246,474. After the \$134,871 deductions for LORP work in FY 2018-2019, and a 4.0% CPI adjustment applied to the remaining balance, \$1,156,067 will remain available in the LORP Post-Implementation Credit for the 2019-20 LORP Work Plan. The LORP Trust Account Balance (504103) as of February 1, 2018 is \$2,476,657. The Post-Implementation Credit is held by LADWP, and the County of Inyo Treasury holds the Trust Account. The sum of accounts, \$3,723,131, with Trust Account interest and Credit Account indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 21, 2021.

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	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>5/18/2018</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 5/21/18
(Not to be signed until all approvals are received)

**Lower Owens River Project
Work Plan, Budget, and Schedule
2018-2019 Fiscal Year**

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

Lower Owens River Project Work Plan, Budget, and Schedule 2018-2019 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2018-2019 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on March 14, 2018. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2018-2019 Fiscal Year Lower Owens River Project Work Plan.

Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the LORP, which describes LORP work to be performed in the following fiscal year. This work program identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget was prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work program will be submitted to the County and LADWP governing board for approval. Each governing board must approve the plan before this work plan and budget can be implemented. This Work Plan, Budget, and Schedule is in force from July 1, 2018 – June 30, 2019.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in case no. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, saltcedar control, and reporting activities. Saltcedar control activities are identified but are funded under separate agreements and not budgeted in this work plan.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

Maintenance and Monitoring Budget

Table 1 summarizes the costs of operation, maintenance and monitoring for the fiscal year and specifies the costs incurred by Inyo County, Los Angeles, and the cost of the MOU consultant. A summary of these activities follows.

Efforts on biologic and water quality monitoring tasks are shared by Inyo and LADWP. In 2018-2019 a total of 168 people days are required to complete these tasks. Inyo County and LADWP will each contribute 84 days. Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are without offsetting costs. LADWP has allocated 154 days for Range Monitoring, which is a LADWP cost.

Based on this budget, total cost for the fiscal year is \$553,142, with Inyo County contributing \$141,700, and LADWP \$411,442. Inyo County's Post Implementation Credit will be decreased by \$134,871. This figure is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County, and dividing this figure by two.

Table 1. 2018-2019 LORP Work Plan Summary Budget

Inyo County	Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payment/Credit
Biologic and Water Quality	84	\$0	
Mosquito Abatement	-	\$30,000	
MOU Consultant	-	\$61,700	
Noxious Species Control	-	\$50,000	
Inyo County Totals	84	\$141,700	(\$134,871)
LADWP	Budgeted Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	
Hydrologic Monitoring	-	\$77,160	
Biologic and Water Quality	84	\$0	
Operations and Maintenance	-	\$294,282	
Mosquito Abatement	-	\$30,000	
Rodent Control	-	\$10,000	
LADWP Totals	84	\$411,442	
Combined Total	168	\$553,142	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			(\$134,871)

Footnote to Table 1. Post Implementation Credit and Trust Accounting

Original Post Implementation Credit		\$2,253,033	\$2,253,033
Increase Post Imp Credit by 2.9% based on the July 2007 price Index	2.9%	\$65,338	\$2,318,371
County's obligation for July 11, 2007 to June 30, 2008 period		\$243,524	\$2,074,847
Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index	5.7%	\$118,266	\$2,193,113
County's obligation for 2008-2009 fiscal year		\$243,524	\$1,949,589
Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index	-1.3%	\$25,345	\$1,924,245
County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.		\$266,176	\$1,658,069
Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010	1.9%	\$31,503	\$1,689,572
County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010.		\$317,805	\$1,371,767
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011.	3.3%	\$45,268	\$1,417,035
County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011.		\$48,278	\$1,368,757
County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011.		\$57,687	\$1,311,070
Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012.	1.5%	\$19,666	\$1,330,736
County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012.		\$14,084	\$1,344,820
Increase the remaining balance of the Post Implementation Credit by 0.9% based upon the April 2013 price index effective July 10, 2013.	0.9%	\$12,103	\$1,356,924
County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective June 21, 2013.		\$41,979	\$1,398,903
Increase the remaining balance of the Post Implementation Credit by 1.4% based upon the April 2014 price index effective July 10, 2014.	1.4%	\$19,585	\$1,418,487
County's share of the costs for the 2014-2015 work plan and budget, including adaptive management effective June 21, 2014.		\$78,483	\$1,340,004
Increase the remaining balance of the Post Implementation Credit by 0.5% based upon the April 2015 consumer price index.	0.5%	\$6,700	\$1,346,704
County's share of the costs for the 2015-2016 work plan and budget, including adaptive management effective June 21, 2015.		\$73,755	\$1,272,949
Increase the remaining balance of the Post Implementation Credit by 2.0% based upon the April 2016 consumer price index.	2.0%	\$25,459	\$1,298,408
County's share of the costs for the 2016-2017 work plan and budget, including adaptive management effective June 21, 2016.		\$84,704	\$1,213,704
Increase the remaining balance of the Post Implementation Credit by 2.7% based upon the April 2017 consumer price index.	2.7%	\$32,770	\$1,246,474

The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4). The LORP Trust Account Balance as of February 1, 2018 was \$2,476,657.24.

Section 1. Maintenance and Monitoring Tasks

LORP Tasks

The maintenance and monitoring portion of this work plan consists of four categories of tasks: operations and maintenance, hydrologic monitoring, biological monitoring, and range monitoring.

Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, adjustments to flow control structures, and maintenance/replacement of existing structures. Operation activities consist of setting and checking flows and ensuring that necessary flows reach the river to maintain mandated base and seasonal habitat flows. Estimates of the level of effort necessary for maintenance are adjusted as required by section II.D of the Funding Agreement, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2018-2019 costs for River corridor and BWMA facilities were \$166,032.00 and \$276,423.80 respectively, for an overall 2018-2019 operations and maintenance expenditure of \$442,455.80. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$294,281.55 (Table 2).

Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Hydrologic monitoring costs for the 2018-2019 fiscal year are \$77,160 (Table 3).

Biological/Water Quality Monitoring

Monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LADWP with the hours allocated by each agency given in the attached budget table (Table 4).

Biological and water quality monitoring is related to the tasks indicated in the Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP). LADWP will remap vegetation communities of the LORP, Delta Habitat Area and Blackrock Waterfowl Management Area based on spectral analysis and expert interpretation of aerial imagery and LIDAR data acquired in summer and fall 2017. Avian surveys will be conducted at Delta Habitat Area and BWMA-Drew Unit following prescribed protocols. Flooded acreage of the BWMA is being measured four times per year by walking the perimeter of the flooded area on foot with portable GPS units (both Inyo County and LADWP Staff). Indicator species habitat models will be applied to newly mapped vegetation maps and evaluated with empirical avian data. A modified rapid assessment survey (RAS) will be completed in early August, primarily for early detection of noxious weed outbreaks including pepperweed and salt cedar and for woody recruitment monitoring, for portions of the LORP that have not been covered by LADWP and ICWD earlier in the season.

Inyo Staff and LADWP Staff will spend 84 people days each on LORP biological and water quality monitoring for a total of 168 people days. There will be no off-setting costs since work will be shared equally.

Lower Owens River Project Work Plan, FY 2018-2019

Table 2. LORP Operations and Maintenance Budget- 2018-2019 Fiscal Year								
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
River								
Measuring Station Maintenance								
	Power Shovel Operator	40	\$50.61	\$2,024.40	Excavator	40	\$108.80	\$4,352.00
	Truck Driver	40	\$45.30	\$1,812.00	3 axle dump truck	40	\$56.50	\$2,260.00
	Operator	40	\$48.89	\$1,955.60	Mower	40	\$90.10	\$3,604.00
	Building Repairman	40	\$45.07	\$1,802.80	3/4 ton 4x4 pick- up	120	\$13.60	\$1,632.00
	MCH	80	\$39.77	\$3,181.60	Water truck	40	\$31.23	\$1,249.20
Subtotal				\$10,776.40				\$13,097.20
Intake Spillgate								
Maintenance	Power Shovel Operator	40	\$50.61	\$2,024.40	Bull Dozer	20	\$61.65	\$1,233.00
	Operator	40	\$48.89	\$1,955.60	Backhoe and trailer	40	\$37.19	\$1,487.60
	Building Repairman	40	\$45.07	\$1,802.80	3/4 ton 4x4 pick- up	100	\$13.60	\$1,360.00
	MCH	80	\$39.77	\$3,181.60				
Mowing	Operator	20	\$48.89	\$977.80	Mower	20	\$90.10	\$1,802.00
	MCH	40	\$39.77	\$1,590.80	3/4 ton 4x4 pick- up	40	\$13.60	\$544.00
Cleaning	Power Shovel Operator	40	\$46.50	\$1,860.00	Excavator	40	\$108.80	\$4,352.00
	Truck Driver	40	\$45.30	\$1,812.00	3 axle dump truck	40	\$48.03	\$1,921.20
	MCH	80	\$39.77	\$3,181.60	3/4 ton 4x4 pick- up	80	\$13.60	\$1,088.00
Subtotal				\$18,386.60				\$13,787.80
Thibaut Spillgate and Ditch								
Cleaning	Power Shovel Operator	60	\$50.61	\$3,036.60	Excavator	60	\$108.80	\$6,528.00
	Operator	80	\$48.89	\$3,911.20	Backhoe and trailer	40	\$37.19	\$1,487.60
	Truck Driver	80	\$45.30	\$3,624.00	Loader	40	\$37.40	\$1,496.00
	MCH	80	\$39.77	\$3,181.60	3 axel dump truck	40	\$48.03	\$1,921.20
					3/4 ton 4x4 pick- up	40	\$13.60	\$544.00
Subtotal				\$13,753.40				\$11,976.80
Independence Spillgate and Ditch								
Cleaning/Mowing	Power Shovel Operator	60	\$50.61	\$3,036.60	Excavator	80	\$108.80	\$8,704.00
	Operator	40	\$48.89	\$1,955.60	Loader	40	\$37.40	\$1,496.00
	Truck Driver	60	\$45.30	\$2,718.00	Side dump	40	\$65.66	\$2,626.40
	MCH	120	\$39.77	\$4,772.40	Mower	40	\$90.10	\$3,604.00
					3/4 ton 4x4 pick- up	120	\$13.60	\$1,632.00
					Water truck	40	\$31.23	\$1,249.20
Subtotal				\$12,482.60				\$19,311.60
Locust Spillgate and Ditch								
Cleaning	Power Shovel Operator	40	\$50.61	\$2,024.40	Excavator	40	\$108.80	\$4,352.00
	Operator	80	\$48.89	\$3,911.20	Backhoe and trailer	80	\$37.19	\$2,975.20
	Truck Driver	40	\$45.30	\$1,812.00	3 axle dump truck	40	\$48.03	\$1,921.20
Subtotal				\$7,747.60				\$9,248.40
Georges Ditch								
Cleaning/Mowing	Operator	140	\$48.89	\$6,844.60	Mower	40	\$90.10	\$3,604.00
	Truck Driver	80	\$45.30	\$3,624.00	Backhoe and trailer	60	\$37.19	\$2,231.40
					Loader	40	\$37.40	\$1,496.00
Subtotal				\$10,468.60				\$7,331.40
Alabama Spillgate								
Cleaning	Power Shovel Operator	30	\$50.61	\$1,518.30	Excavator	30	\$108.80	\$3,264.00
	Truck Driver	90	\$45.30	\$4,077.00	3 axle dump truck	90	\$48.03	\$4,322.70
Subtotal				\$5,595.30				\$7,586.70
Delta Spillgate								
	Building Repairman	40	\$45.07	\$1,802.80	3/4 ton 4x4 pick- up	40	\$13.60	\$544.00
	MCH	40	\$39.77	\$1,590.80	3/4 ton 4x4 pick- up	40	\$13.60	\$544.00
Subtotal				\$3,393.60				\$1,088.00
River Subtotal				\$82,604.10				\$83,427.90

Blackrock Waterfowl Management Area									
Blackrock Ditch									
Mowing	Operator	80	\$48.89	\$3,911.20	Mower	80	\$90.10	\$7,208.00	
	Truck Driver	80	\$45.30	\$3,624.00	3 axle dump truck	40	\$48.03	\$1,921.20	
	MCH	40	\$39.77	\$1,590.80	3/4 ton 4x4 pick- up	40	\$13.60	\$544.00	
Cleaning	Power Shovel Operator	80	\$50.61	\$4,048.80	Excavator	80	\$108.80	\$8,704.00	
	Operator	40	\$48.89	\$1,955.60	Loader	40	\$37.40	\$1,496.00	
	Truck Driver	120	\$45.30	\$5,436.00	3 axle dump truck	80	\$48.03	\$3,842.40	
	MCH	80	\$39.77	\$3,181.60	Water	40	\$31.23	\$1,249.20	
					Side dump	40	\$65.66	\$2,626.40	
Diversion 5 Spillgate Maintenance	Power Shovel Operator	90	\$50.61	\$4,554.90	Excavator	90	\$108.80	\$9,792.00	
	Truck Driver	90	\$45.30	\$4,077.00	3 axle dump truck	90	\$56.50	\$5,085.00	
	Operator	90	\$48.89	\$4,400.10	Mower	90	\$90.10	\$8,109.00	
	Building Repairman	110	\$45.07	\$4,957.70	3/4 ton 4x4 pick- up	420	\$13.60	\$5,712.00	
	MCH	310	\$39.77	\$3,579.30	Materials cost	1	\$12,500.00	\$12,500.00	
Subtotal				\$45,317.00				\$68,789.20	
Patrol & Flow Changes (River and BWMA)									
A&R data	A&R Keeper (1.5 FTE)	3089	\$36.80	\$113,675.20	3/4 ton 4x4 pick- up	3089	\$13.60	\$42,010.40	
Subtotal				\$113,675.20				\$42,010.40	
Fence Maintenance (River and BWMA)									
	Operator	20	\$48.89	\$977.80	Skid Steer	20	\$13.60	\$272.00	
	Building Repairman	20	\$45.07	\$901.40	3/4 ton 4x4 pick- up	80	\$13.60	\$1,088.00	
	MCH	40	\$39.77	\$1,590.80	Mower	20	\$90.10	\$1,802.00	
Subtotal				\$3,470.00				\$3,162.00	
BWMA Subtotal				\$162,462.20				\$113,961.60	
TOTALS									
River Total				\$166,032.00					
BWMA Total				\$276,423.80					
Total O and M				\$442,455.80					
CPI Adjusted O and M				\$294,281.55					
Baseline Costs (described in Post -Imp)			River	BWMA					
	CPI adjustment		\$56,863.00	\$62,798.00					
	2006-2007 4.5%		\$59,421.84	\$65,623.91					
	2007-2008 3.1%		\$61,263.91	\$67,658.25					
	2008-2009 -1.3%		\$60,467.48	\$66,778.69					
	2009-2010 0.9%		\$61,011.69	\$67,379.70					
	2010-2011 0.7%		\$61,438.77	\$67,851.36					
	2011-2012 3.0%		\$63,281.93	\$69,886.90					
	2012-2013 2.1 %		\$64,610.85	\$71,354.53					
	2013-2014 0.4%		\$64,869.30	\$71,639.94					
	2014-2015 1.3%		\$65,712.60	\$72,571.26					
	2015-2016 1.6%		\$66,764.00	\$73,732.40					
	2016-2017 1.8%		\$67,965.75	\$75,059.59					
	2017-2018 3.6%		\$70,412.52	\$77,761.73					

Table 3. 2018-2019 Hydrologic Monitoring Budget				
	Person days	Labor Costs	Equipment Cost	Total Predicted Cost July 1, 2018 through June 30, 2019
River Stations	26	\$ 11,180	\$ 1,040	\$ 12,220
Seasonal Habitat	20	\$ 8,600	\$ 800	\$ 9,400
Off River Lakes & Ponds	7	\$ 3,010	\$ 280	\$ 3,290
Flow to Delta	2	\$ 860	\$ 80	\$ 940
Blackrock Waterfowl	14	\$ 6,020	\$ 560	\$ 6,580
Reporting Compliance	7	\$ 3,010	\$ 280	\$ 3,290
HYDRO MAINTENANCE				
River Stations	4	\$ 1,720	\$ 4,960	\$ 6,680
Off River Lakes & Ponds	2	\$ 860	\$ 80	\$ 940
Flow to Delta	4	\$ 1,720	\$ 1,160	\$ 2,880
Blackrock Waterfowl	2	\$ 860	\$ 3,080	\$ 3,940
Reporting Compliance	60	\$ 27,000	\$ -	\$ 27,000
Total Hydro Budget				\$77,160

Table 4. Biological Monitoring Budget, FY 2018-2019

Biological Monitoring	Days	Inyo Days	LA Days
River			
Landscape Vegetation Mapping	30	0	30
Modified RAS (Woody Recruitment/Saltcedar)	30	30	0
Total Person Days on Task	60	30	30
Blackrock			
Waterfowl Area Acreage	16	8	8
Landscape Vegetation Mapping	15	0	15
Avian Census	9	9	0
Total Person Days on Task	40	17	23
Delta			
Landscape Vegetation Mapping	15	0	15
Avian Census	18	18	0
Total Person Days on Task	33	18	15
Annual Report Preparation			
Analysis and Reporting			
Landscape Vegetation Mapping	10	0	10
Modified RAS (Woody Recruitment/Saltcedar)	6	6	0
Waterfowl Area Acreage	1	0	1
Avian Census Results (BWMA and DHA)	3	3	0
Habitat Indicator Species Analysis (Delta)	15	10	5
Total Person Days on Task	35	19	16
Total Person Days on Project	168	84	84

Range Monitoring

Range monitoring is related to the tasks described in section 4.6 of the MAMP. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization and range trend monitoring. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore is not budgeted for in this work plan (Table 5).

Table 5. Range Monitoring (LADWP only)

Task	People Days
Utilization	45
Irrigated Pasture Condition	5
Range Trend	67
Analysis and Reporting	37
Total	154

Mosquito Abatement

For fiscal year 2018-2019, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The \$60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

Noxious Species Control

The Inyo/Mono Counties Agricultural Commissioner’s Office conducts operations to control and eradicate several different invasive weed species within the LORP boundaries. These invasive weed species include *Lepidium latifolium*, *Acroptilon repens*, *Cirsium arvense*, *Centaurea solstitialis*, *Centaurea maculosa*, and *Carderia draba*. These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls.

For fiscal year 2018-2019, Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control is \$50,000.

Saltcedar Control

Inyo County’s saltcedar control program continues to be reduced from its past level of effort due to lack of funding. The reduced level of effort will concentrate on treating resprouts and controlling saltcedar in the river channel. County saltcedar control staff includes one permanent employee.

Inyo County’s LORP saltcedar control activities are funded through agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here. LADWP will continue to treat saltcedar in the Owens Valley (in and out of the LORP Planning Area) as resources are available.

Schedule

Table 6. Proposed Schedule of Monitoring and Reporting Activities for FY 2018-2019

Period	Monitoring
July 8 - July 16, 2018	Blackrock Waterfowl Management Area (BWMA) Flooded Extent
September 1- September 30, 2018	Delta Pulse Flow
September 14 - September 22, 2018	BWMA Flooded Extent
October 1 - October 30, 2018	LADWP/Inyo Prepare Draft LORP Report
October 1 - October 30, 2018	Fiscal Year 2017-2018 Work Plan and Budget Reconciliation
October 31, 2018	Draft LORP Report transmitted to MOU Consultant
October 31, 2018	Transmittal of LORP Accounting Report to Governing Boards
November 1 - November 30, 2018	MOU Consultant review Draft LORP Report and Develop Recommendations
November 1 - December 31, 2018	Delta Pulse Flow
December 1, 2018	MOU Consultant transmit Adaptive Management Recommendations to Inyo/LADWP
December 4, 2018	Draft Report transmitted to MOU Parties
December 19, 2018	Public Meeting for Draft LORP Report
December 1, 2017 – January 31, 2019	Fiscal Year 2019-2020 Work Plan and Budget Development
January 15 – January 20, 2019	BWMA Flooded Extent
February 1 - February 7, 2019	Technical Group Meeting to Adopt LORP Annual Report and 2019-2020 Fiscal Year Work Plan and Budget
February 7 – March 31, 2019	Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval
March 1 - May 31, 2019	Delta Pulse Flow
May 8 - May 13, 2019	BWMA Flooded Extent
May 15 - June 15, 2019	Seasonal Habitat Flow
June 1 - July 31, 2019	Delta Pulse Flow

Section 2. Adaptive Management

No Adaptive Management is proposed during the 2018-2019 fiscal year.

MOU Consultant Bill Platts Scope of Work 2018-19 Budget for LORP MAMP Tasks

2018-19 WORK PLAN AND BUDGET FOR THE LORP MOU CONSULTANT

TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will make a reconnaissance and review site visit to the LORP river and wetlands, the Delta and off-channel lakes and ponds to familiarize themselves with on-the-ground conditions. This site visit will be made in late October in conjunction with range review. This will save costs by sharing some expenses¹. This will allow the Consultant to see the LORP in both summer and early winter conditions prior to reviewing and evaluating the 2018-19 annual report and making adaptive management recommendations.

Labor:

Bill Platts
Subtotal

HOURS	RATE	COST
20	\$125	\$2,500
		\$2,500

Expenses:

Lodging
Per Diem
Expenses Subtotal

1 days	\$155	\$155
1 days	\$95	\$95
		\$250

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultant. The MOU Consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, revaluating or re-estimating and verifying conclusions. Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultant will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

Labor:

Bill Platts
Subtotal

HOURS	RATE	COST
185	\$125	\$23,125
		\$23,125

TASK 3. MEETINGS

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will provide progress reports to LADWP and ICWD as needed. This task requires the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

Labor:

¹ 10 hours travel time and one 10-hour field day, plus 1-night lodging and 1 per diem each

Lower Owens River Project Work Plan, FY 2018-2019

Bill Platts
Subtotal
Expenses:
Lodging
Per Diem
Expenses Subtotal

HOURS	RATE	COST
30	\$125	\$3,750
		\$3,750

2	\$155	\$310
3	\$95	\$285
		\$595

TOTAL BUDGET \$30,220

MOU Consultant Mark Hill Scope of Work 2018-19 Budget for LORP MAMP Tasks

2018-19 WORK PLAN AND BUDGET FOR THE LORP MOU CONSULTANT

TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will make a reconnaissance and review site visit to the LORP river and wetlands, the Delta and off-channel lakes and ponds to familiarize themselves with on-the-ground conditions. This site visit will be made in late October in conjunction with range review. This will save costs by sharing some expenses². This will allow the Consultant to see the LORP in both summer and early winter conditions prior to reviewing and evaluating the 2018-19 annual report and making adaptive management recommendations.

Labor:

Mark Hill
Subtotal

HOURS	RATE	COST
20	\$125	\$2,500
		\$2,500

Expenses:

Travel (Mileage 1500/trip @ \$0.56/mi)

Lodging

Per Diem

Expenses Subtotal

0.5	\$840	\$420
1 days	\$155	\$155
1 days	\$95	\$95
		\$670

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultant. The MOU Consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions. Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultant will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

Labor:

Mark Hill
Subtotal

HOURS	RATE	COST
185	\$125	\$23,125
		\$23,125

TASK 3. MEETINGS

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will provide progress reports to LADWP and ICWD as needed. This task requires the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

² 10 hours travel time and one 10-hour field day, plus 1-night lodging and 1 per diem each

Labor:

Mark Hill

Subtotal

HOURS	RATE	COST
30	\$125	\$3,750
		\$3,750

Expenses:

Travel (Mileage 1500/trip @ \$0.56/mi)

Lodging

Per Diem

Expenses Subtotal

1	\$840	\$840
2	\$155	\$310
3	\$95	\$285
		\$1,435

TOTAL BUDGET MARK HILL \$31,480



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
25

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Consider authorizing County staff to complete a Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary grant application to construct a new Eastern Sierra Transit Authority (ESTA) Headquarters facility at the Bishop Airport on behalf of ESTA.

DEPARTMENTAL RECOMMENDATIONS:

Direct staff to develop a BUILD discretionary grant application on behalf of ESTA to construct a new ESTA Headquarters at the Bishop Airport.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The federal government recently released a call for projects on the BUILD Transportation Discretionary Grants program. Applicants are required to be submitted on July 18, 2018. The construction of a transit headquarters is eligible for funding under this program.

ESTA staff has been in contact with County staff regarding capacity issues ESTA is experiencing due to the departure of several key ESTA staff members. ESTA staff would like to find a grant program to construct a new headquarters facility in Bishop with the increased likelihood that their current facility may not be compatible with the operation of commercial air services. ESTA staff has indicated that due to their current staffing levels that they will not be able to submit a BUILD grant application for the new headquarters.

The proposal is for County staff to complete the application and to submit it on behalf of ESTA. Staff will base the project description on the project on feedback from ESTA and the grant application that ESTA staff submitted previously for a Federal Transit Administration (FTA) Section 5339(b) capital expenditures transit grant program.

Like the FTA Section 5339 grant program, the BUILD grant program is highly competitive. The BUILD grant application sets aside 20% of the funding for rural areas. The BUILD grant program is a continuation of the old Transportation Investment Generating Economic Recovery (TIGER) grants. If the Board authorizes staff to submit the grant on behalf of ESTA, staff will ask the ESTA Board for authority to submit the grant application at the June 15th ESTA board meeting.

ALTERNATIVES:

- 1) The Board could choose to not have County staff spend the time to develop an application for this round of grant funding. The chances for receiving the grant are realistically pretty low. The grant should have some strong components based on the partnership that created ESTA and the regional service that they provide.

- 2) The Board could direct staff to bring forward additional information to a future Board meeting. This is not recommended as the next regularly scheduled ESTA Board meetings are on May 15th and June 20th. The grant submittal deadline is June 18th.

OTHER AGENCY INVOLVEMENT:

- (1) ESTA
 (2) California Department of Transportation Evaluates Grant Submittals.

FINANCING:

The decision to provide matching funds for this grant is the authority of the ESTA Board. Staff time to complete the grant are eligible for reimbursement under the Transportation Planning Trust budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: _____	Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: _____	Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6/11/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 26

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Request for authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

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

- A. the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
- C. approve the hiring of one full time Office Clerk III Range 52 (\$2,938-\$3,570) .

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A full time Office Clerk III position in the Behavioral Health Division will be vacant as an employee has accepted a promotional opportunity in the Probation Department. The vacancy will occur in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. This position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. The Division is in the process of implementing a new electronic health record product as well as moving forward with telemedicine. The Department respectfully requests permission to recruit and hire to fill this vacancy.

ALTERNATIVES:



The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

FINANCING:

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 80% in Mental Health (045200); 5% in Social Services (055800) and 15% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL: n/a	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER: 	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>5/24/2018</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>✓</u> Date: <u>5/23/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/29/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Health and Human Services Behavioral Health

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Approval of contract with Disability Response

DEPARTMENTAL RECOMMENDATION: Request Board ratify the contract between the County of Inyo and Disability Response for training in Crisis Intervention Team (CIT) in an amount not to exceed \$15,000 for the period of June 1, 2018 through June 30, 2018 and authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:


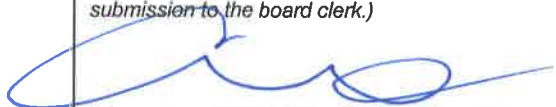
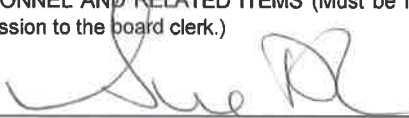
SUMMARY DISCUSSION: We have a unique opportunity to bring Crisis Intervention Team (CIT) training to our community. Based on the long established MEMPHIS MODEL, instruction will cover additional skills and resources available to police officers and other public safety personnel in responding to individuals experiencing a mental health crisis. This training includes facilitation by Michael Summers, who comes out of a 30-year career in law enforcement, and also includes presentations by mental health experts and persons with lived experience in mental illness. It is a timely training for our health/behavioral health/law enforcement partnership as we struggle with shrinking access to psychiatric facilities and a growing need to respond within our community to mental health crises. This three-day course is Peace Officer Standards and Training (POST) certified for 25 persons and can additionally accommodate an unlimited number of other first responders and interested professionals. The all-inclusive contract amount will cover all of the time, travel, and presentation materials. Disability Response has provided this training throughout California and we are fortunate they are willing to come to the Eastern Sierra.

ALTERNATIVES: Your Board could deny entering into this contract. This would result in an inability to access this training within our community.

OTHER AGENCY INVOLVEMENT: Law Enforcement in the Eastern Sierra, First Responders, Behavioral Health Providers, and other interested parties.

FINANCING: The Mental Health Services Act Workforce Education Training funds will cover the cost of this contract. This contract is budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>5/22/18</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>yes</u> Date <u>5/17/2018</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: <u>✓</u> Date <u>5/17/18</u>

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 5/29/18

AGREEMENT BETWEEN COUNTY OF INYO
AND Disability Response
FOR THE PROVISION OF Crisis Intervention Training (CIT) **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Crisis Intervention Training (CIT) services of Disability Response of West Sacramento, Ca (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifteen- Thousand Dollars (\$15,000) _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-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	
HHS-Behavioral Health	Department
162 J Grove St.	Street
Bishop, Ca 93514	City and State

Contractor:	
Disability Response	Name
3450 Jefferson Blvd.	Street
West Sacramento, Ca 95691	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Disability Response
FOR THE PROVISION OF Crisis Intervention Training (CIT) **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

MICHAEL SUMMER
Print or Type Name

Dated: 5/9/18

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 Disability Response
FOR THE PROVISION OF Crisis Intervention Training (CIT) **SERVICES**

TERM:
6/1/2018 6/30/2018
FROM: _____ **TO:** _____

SCOPE OF WORK:

1) Contractor shall provide one, 3 day POST (Peace Officer Standards and Training) certified Crisis Intervention Team (CIT) trainings. Subjects to be covered will include but are not limited to:

- >An overview of mental illness
- >Mood and thought disorders
- >Developmental and intellectual disabilities
- >Excited delirium
- >Mental illness and policing
- >Current case law regarding contacts with mentally ill
- >Suicide by cop
- >Handling suicides in progress
- >Writing better 5150 petitions
- >Officer wellness and PTSD in law enforcement
- >Elder suicide
- >Veterans Cultural Competency (Combat to Community)
- >De Escalation
- >Communication

2) Contractor shall provide all training materials

3) County shall collaborate with Contractor to provide space for training, including tables, chairs, presentation laptop, screen etc.

4) Trainings shall be scheduled on dates mutually agreed to by both parties.

5) County and Contractor agree to modify Item 7.B. of the contract excluding from said paragraph "or intellectual properties" to allow the Contractor to maintain all Contractor's intellectual property rights and related products as the sole and exclusive property of the Contractor.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Disability Response
FOR THE PROVISION OF Crisis Intervention Training (CIT) **SERVICES**

TERM:
FROM: 6/1/2018 **TO:** 6/30/2018

SCHEDULE OF FEES:

See attached schedule of fees.

Attachment B

Schedule of Fees

Compensation:

- 1) Contractor shall submit an original invoice upon completion of trainings, including appropriate supporting documentation, including but not limited to sign-in sheets and class evaluations.
- 2) County shall compensate Contractor per each 3 day training an amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000). Fee is all inclusive with costs associated with the training.
- 3) Total contract shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000).

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Disability Response

FOR THE PROVISION OF Crisis Intervention Training (CIT) **SERVICES**

TERM:

FROM: 6/1/2018 **TO:** 6/30/2018

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability (Errors and Omissions)** Insurance 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 Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive 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 and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: HEALTH & HUMAN SERVICES – Fiscal

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Approve payment to California Department of Public Health (CDPH) for remaining Tobacco Control funds.

DEPARTMENTAL RECOMMENDATION: Request Board

- A) approve payment of invoices for excess Tobacco Control funds in an amount not to exceed \$28,866.00 to CDPH and
- B) amend the Fiscal Year 2017-2018 Tobacco Budget (640315) by increasing appropriations in Prior Year Refund (Object Code 5499) by \$28,866. *(4/5ths vote required).*

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Health and Human Services/Public Health division received quarterly payments to administer the Tobacco Control Program during the four-year funding cycle beginning 7/1/13 and ending 6/30/17. In FY 2014/15, when we recognized that we were not going to spend our full allocations, we minimized the monies we requested in each fiscal year but still underspent the total amount allocated during the multi-year grant period. Our final progress report and cost report were finalized and approved by the State in April, 2018. Due to vacancies and minimal expenditures in the Tobacco budget over the 4 fiscal year period, we owe CDPH \$28,866.00.

HHS has the monies to pay these audit findings in the fund balance for the Tobacco budget (640315). We are requesting to amend our Tobacco budget and authorize the payment to CDPH for the excess funds.

ALTERNATIVES:

Your Board could choose not to approve payment for this invoice. Doing so could jeopardize future Tobacco Control funding and may ultimately lead the State to contract a different agency to provide tobacco control activities in Inyo County.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Tobacco Control funds. The monies will be paid directly out of the fund balance (640315). No County General Funds.

APPROVALS

AUDITOR/CONTROLLER:

Cathy Shephard

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

Approved: *yes* Date: *5/25/18*

BUDGET OFFICER:

[Signature]

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

Approved: Date: *6/5/18*

DEPARTMENT HEAD SIGNATURE:

[Signature]

Date: *6/1/18*



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

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



EDMUND G. BROWN JR.
Governor

April 18, 2018

April Eagan
Inyo County Health & Human Services
568 W. Line St.
Bishop, CA 93514

RE: Agreement Number/LLA:CTCP 13-14/ Inyo County Health & Human Services
Closeout of 2014-2017 Comprehensive Tobacco Control Plan

Dear April Eagan:

The purpose of this letter is to inform you of the status of the following:

- Final Progress Report:
 - Received and approved. See the attached final progress report analysis letter.

- Amount Due to California Department of Public Health/California Tobacco Control Program: **\$28,866.00**. Please submit a check in this amount, payable to the California Department of Public Health to my attention at the address below:

Andres Lopez
California Department of Public Health
California Tobacco Control Program
MS 7206
P.O. Box 997377
Sacramento, CA 95899-7377

- Payment is due by **May 10, 2018**.

- Equipment:
 - Not applicable.
 - Equipment to be maintained by your project.

FORM 1000 (01/15) REV. 01/15/2015



April Eagan
Page 2
April 18, 2018

Records Retention:

Based on Exhibit C, General Terms and Conditions (GTC), GTC 610, paragraph 4, Audit; and Exhibit D(S), Special Terms and Conditions, Section 6, Audit & Record Retention, you are required to preserve and make available records relating to this Agreement for a period of three years from the date of final payment receipt under this Agreement or from the end of the Agreement, whichever is later. The date of final payment was approximately **November 30, 2016**. Therefore, records must be maintained through **November 30, 2019**. Subcontractors and/or consultants, if utilized, are also required to maintain records until this date.

Please contact me at (916) 449-5513 or via email at andres.lopez@cdph.ca.gov, if you have any questions.

Sincerely,



Andres Lopez
Procurement Manager
Federal Projects Unit
California Tobacco Control Program

Enclosure(s)

cc: Financial Officer
Health Officer
Fiscal Officer
Primary Tobacco Control Contact
Fiscal Analyst

California Department of Public Health, California Tobacco Control Program

Progress Report Analysis

Contract Number: CTCP-13-14
 Agency Name: Inyo County Health & Human Services
 Project Name: Inyo County Tobacco Control Program
 Project Type: Local Lead Agency

Contract Term: 07/01/2014 - 06/30/2017
 Progress Report Period: 01/17-06/17
 Progress Report Submission Date: 07/29/2017
 Report Generated: 09/22/2017 05:12 PM

Analysis Submitted By: Tonla Hagaman
 Analysis Submitted To: April Eagan
 Analysis Submission CC: Andres Lopez
 Analysis Submission Date: 09/22/2017
 Progress Report Status: Approved

This report only contains those Analysis questions which have responses.

Document Repository

Status

Were required tracking measures electronically submitted?

Yes

[09/22/2017]

Thank you for submitting your tracking measures - one suggestion I have is to include the activity number they are associated with in the document title. It just helps keep things very organized and easy to find if I need to go back and find something in particular.

Contact Information

Status

Are updates to the Contact Information, Project Director, Fiscal Contacts, Health Officer and Agency Signatory clear and appropriate?

N/A

Staff Tracking

Status

Is it evident there were any staff vacancies or changes in percent of staff time that impacted timely completion of program, evaluation, fiscal, or administrative activities during this report period?

N/A

[09/22/2017]

No vacancies or changes this report period.

Is it evident that the agency has a plan for timely recruitment or temporarily filling the position?

N/A

Subcontracts

Status

Do subcontract and/or consultant activities support the overall objectives of the project?

N/A

[09/22/2017]

No subcontracts or consultants.

Do sponsorships support the overall objectives of the project; e.g., are they used strategically to help implement a special campaign or garner community support for program activities?

N/A

Is the project receiving a good value for the sponsorship award, e.g., project name is acknowledged, smoke-free signs posted, event promoted as smoke-free, etc.?

N/A

Challenges & Barriers

Status

Have any major challenges or barriers been encountered that hinder program implementation?

N/A

[09/22/2017]

No challenges or barriers noted this report period.

Is it evident that the program is actively trying to find solutions to the challenges?

N/A

Coalition Functioning

Status

Inyo County Tobacco Prevention Coalition

Is there evidence that the coalition functions as a group, e.g., periodic meetings, teleconferences or through some other means?

Somewhat

[09/22/2017]

The coalition survey was only completed by three individuals - it appears as though this was done at one of the lesser attended meetings rather than being an emailed survey. I just want to remind you that the Tobacco Control Evaluation Center will help you implement your survey, mailing it out and completing a survey report for you - you just need to select your survey questions and provide them with email addresses. I would encourage you to try it - you may get more and better information to help you decide how to move forward with the coalition.

There is a Partners page devoted to coalition recruitment, engagement, development and retention, with all of the materials from the coalitions course that Jena Grosser led last year. I would encourage you to dive into those resources to help you develop your coalition so that you are ready to take on the additional work from Prop. 56. Having a new staff person in the next plan period able to devote significant time to this will definitely help.

Is there evidence that the coalition is adequately involved in decision-making and program implementation?

Yes

[09/22/2017]

The membership is not consistent, and is fairly limited, but is clearly engaged.

Is there evidence that the CX Assessment and development of the new CTCP are progressing satisfactorily?

Yes

Coalition Membership

Status

Inyo County Tobacco Prevention Coalition

Does the coalition membership reflect broad community representation?

No

[09/22/2017]

Based on the coalition functioning, this is not an accurate list of coalition members. Just a reminder that this section of your plan is open at all times - you do not need a revision in order to make changes to the membership list. Please keep this up to date in your plan.

Objective 1

Intervention Activities

Status

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory?

Yes

[09/22/2017]

1-1-20: It is great to see outreach to tribal entities in order to build relationships among community youth and between the organizations that support and serve youth.

1-1-1: Even though you had technically completed this activity, you have been continuing to do work and to report on it (which is wonderful), albeit without providing supporting tracking measures. For the future, please be sure to include those (in this case, I would have liked to see the new flyer, PP presentation and survey instrument and results included).

1-1-18: Thank you for the great explanation of why the coalition decided upon formalized procedures, and for including the document. I'm happy to know that the Coalitions Course has provided some inspiration and new skills for you, and that you are putting it all to good use. Just a reminder that the class sessions are posted on the coalitions page of Partners so you can go back and review (and/or share with new staff) specific issues that you may want to revisit.

1-1-19: I very much like the coalition accomplishments document that you developed and included here! That is a great addition to your packets, and does an excellent job of showing how the work of the project and coalition can lead to significant changes and outcomes that have an impact on the community as a whole as well as protecting citizens. Nice work!!!

1-2-14: You've created a great mix of activities with lots of opportunities to keep youth engaged and interested.

1-11-11: Thank you for the training log and detail.

1-11-16: As noted in previous progress report periods, the project provided more than 50 hours of TA (originally anticipated 5-10 hours).

1-11-22: I am so happy that Inyo County youth finally had the opportunity to come to Youth Quest! I know it is a lot of work to coordinate that experience, and I hope that all the youth, parents, and staff felt it was a worthwhile learning experience. Thank you for making it happen!

1-12-5: You do an immense amount of work to coordinate multiple youth coalitions in different communities, but I can see throughout your workplan a big difference in how you are able to engage with these communities and spread your messages. I think all of the effort is really paying off. You have gone far above and beyond the original anticipated effort for this activity.

1-12-7: In this activity and a couple of others in this objective you mention that you did T-21 education, which I think was a great idea, and a good way to spread the message not only to the youth directly, but also to parents, peers, and potentially many others in the community.

1-13-17: Thank you for collaborating around media for the Tri-County Fair - this was a worthwhile effort and gave all of the projects much more exposure than any of you would have received with individual media campaigns. I love the focus on Earth day and flavored tobacco. Do be a bit careful about congratulatory ads - without a clear tobacco connection, these are questionable.

Were the appropriate tracking measures (documents) submitted to TCP to substantiate and verify the activities described in the narrative?

Yes

[09/22/2017]

Thank you for the detailed information, and I always enjoy seeing photos, especially of your wonderful youth coalition members hard at work in the community and having a great time.

Evaluation Design & Final Report

Status

Did the analysis of the data and dissemination of findings occur according to the plan?

Yes

If this was a primary objective, was the Evaluation Report for this objective complete and consistent with the document, "Tell your Story: Guidelines for Preparing an Evaluation Report"?

N/A

Overall was the final report satisfactory?

Yes

[09/22/2017]

The BER provided an excellent summary of youth coalition efforts in the county, with great comparison data and thoughtful presentation of lessons learned and recommendations for future efforts.

I'm delighted to hear that Youth Quest seems to have had such a big impact on participants, and I do encourage you to continue to work on providing youth the opportunity to attend - it seems like it was highly motivating and inspirational, and provided some nice peer to peer interactions that gave your participants ideas for future work.

Evaluation Activities

Status

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory?

Yes

Was appropriate documentation sent to TCP to verify completion of the evaluation activities?

Yes

Were the evaluation documents (e.g., evaluation reports, data collection instruments and protocols), satisfactory?

Yes

Objective 2

Intervention Activities

Status

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory?

Yes

[09/22/2017]

2-1-3: The letter of support for a smoke-free casino hotel was great - the uploaded document seems to be an earlier draft rather than the final letter. In the future, please be sure to provide the final versions. I was delighted to see that the last bit of reporting for this activity includes that the hotel is indeed a smoke-free establishment - congratulations to the coalition, and kudos for your work to continue to maintain tribal relationships. This is fantastic news (way to bury the lead)!!!

2-2-14: 2 presentations of the 6 anticipated were made. (-1.0% deliverable) You noted the possibility of beginning to talk to tribal members about smoke-free housing as a potential way to make some inroads with the population, but the next two report periods contain no further discussion or update on this strategy and whether you tried it or not and what the results were. This is a bit of a missed opportunity to keep me informed on an important area, and if you had been able to complete some educational presentations, that would have made up for some of the deficit here.

2-2-6: As noted in your previous progress report analysis, it is important that you stick to the activity in the scope of work, which was placing informative articles in the tribal newsletter about SHS. The progress described for this activity is generally ads, most of which do not relate to tobacco topics. You might have been able to explore placing short articles about SHS in MUH, THS, e-cigarettes, toxic waste, etc. Even short "Did you know" type blurbs would be great in this kind of format (the LOOP does this with their listserve - you may want to ask them for some ideas). Providing factual information through this kind of format is a good way to generate some additional interest and potential discussion.

2-7-12: I think the clinic campus policy is very good, and the new hotel being smoke-free is great progress. I don't know how the plans are shaping up at this point, but I am curious if there is a policy for the restaurants that will be included in the complex.

2-7-9: No presentation was created, but contact was made with a TA provider to come and make a presentation. However, this was not completed. (-2% deliverable)

2-11-10: In the future, for technical assistance activities, please keep in mind that you should be keeping a TA Log and using that as your tracking measure. From your reporting, I see that there were 15-18 hours of TA provided, but a log would be much more clear.

2-11-11: You worked on recruiting one spokesperson and continued to build relationships with key tribal youth and partners, but no training was completed. (-1% deliverable)

2-14-7: No media activity was completed in place of this activity (-.5% deliverable)

Were the appropriate tracking measures (documents) submitted to TCP to substantiate and verify the activities described in the narrative? Somewhat

[09/22/2017]

See notes above regarding the smoke free casino support letter and the TA tracking log.

Evaluation Design & Final Report

Status

Did the analysis of the data and dissemination of findings occur according to the plan? Somewhat

[09/22/2017]

Unfortunately, the data collection was incomplete due to obstacles in working with the tribal community.

If this was a primary objective, was the Evaluation Report for this objective complete and consistent with the document, "Tell your Story: Guidelines for Preparing an Evaluation Report"? Yes

Overall was the final report satisfactory? Yes

[09/22/2017]

Overall, you did the best you could with the evaluation information you had available. The obstacles you ran into are not uncommon, and CTCP is working to fund tribes as well as a Coordinating Center to be able to provide better guidance about working with tribes and how to build relationships.

Evaluation Activities

Status

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory? Somewhat

Was appropriate documentation sent to TCP to verify completion of the evaluation activities? Yes

[09/22/2017]

Thank you for submitting survey instruments and the Final Evaluation Report, as well as information on the tribal policies that exist.

Were the evaluation documents (e.g., evaluation reports, data collection instruments and protocols), satisfactory? Yes

Objective 4

Intervention Activities

Status

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory? Yes

[09/22/2017]

4-1-2: I see that it's important to stay engaged in this group and look for ways to partner from a tobacco control/wellness perspective, but the minutes don't reflect any discussion of this type of collaboration. You should continue to strive to be part of the conversation. CTCP will be funding some behavioral

health projects over the next year, and these will have a wellness focus with ideas you may be able to use to help you integrate tobacco control with nutrition/physical activity/other health initiatives. Stay tuned!

4-3-4: Great job making use of existing materials, and particularly the CYAN pieces developed recently. However, this was a materials development activity and the it was for Inyo to develop 2-3 different materials. Only one was developed. -1.0%

4-7-12: It's a bit difficult to pull out of the reporting (a log, or a summarized statement would have been helpful), but it looks like 10 presentations were done, well above the 2 originally anticipated. You had a great balance of staff, youth, and coalition members all engaged and getting in front of policy makers - and that takes a lot of work!

4-7-10: I think this is a good strategy - you may want to do some survey work similar to Nancy's approach in Mono. There wasn't as much opposition from retailers to certain policies as she would have thought, so this did help shape her direction and give her additional information with which to address policy maker concerns.

4-13-11: You make great use of available media sources in the area to get information and education out about tobacco issues.

4-14-13: More great media coverage, on Youth Quest and the Inyo Youth Coalition. Overall, you completed 5 press releases and a radio interview and succeeded in getting your project news out to many different media outlets in all but one progress report period. Well done!

Were the appropriate tracking measures (documents) submitted to TCP to substantiate and verify the activities described in the narrative?

Yes

Evaluation Design & Final Report

Did the analysis of the data and dissemination of findings occur according to the plan?

Status
Somewhat

[09/22/2017]

Analysis was complete, no progress notes provided on dissemination of the findings.

If this was a primary objective, was the Evaluation Report for this objective complete and consistent with the document, "Tell your Story: Guidelines for Preparing an Evaluation Report"?

N/A

Overall was the final report satisfactory?

Yes

[09/22/2017]

See note above on the new BER guidance available from the Tobacco Control Evaluation Center.

Evaluation Activities

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory?

Status
Yes

[09/22/2017]

4-E-6: The Brief Evaluation Report was fine, but for future reports, please be sure to note that the format and guidance has been updated for 2017 - see the TCEC website for some webinars on the changes and the new Tell Your Story guide: http://tobaccoeval.ucdavis.edu/analysis-reporting/documents/TellYourStory3.0_003.pdf.

4-E-4: You have collected some good information - some themes definitely emerge, and you are doing a good job working with those themes to help you craft media messages and address concerns. These KIs have been a valuable tool for you.

4-E-5: The ads noted in the intervention activity don't appear on the media tracking form, but are quantified in the BER. You are doing so much to get the word out I know it's difficult to track all of it. I think the new Communication Plan (starting with the next plan period) will definitely help make that easier for you, and will provide CTCP with a better picture of the coverage you have. From what I can see, you are utilizing every opportunity to get word out about your work and to educate the public about issues that matter to your communities (vaping establishments, youth effects, disparities). This will help soften the ground for your ongoing efforts.

4-E-3: Your survey looks to have been very useful in helping shape future efforts, especially showing the coalition and public health staff that there are opportunities to do some very important and impactful things with community support. Great job using these results for your CX!

Was appropriate documentation sent to TCP to verify completion of the evaluation activities? Yes

Were the evaluation documents (e.g., evaluation reports, data collection instruments and protocols), satisfactory? Yes

Materials Development

Status

Additional Activities

Status

[09/22/2017]

No additional activities reported this report period.

Collaboration and Training Tracking

Status

Is the project collaborating with groups in meaningful ways that will further the project's objectives (e.g., relationship building, planning, data collection, educational outreach, joint projects)?

No

[09/22/2017]

This form was not completed - in the future, please be sure to fill out the collaborations you are engaged in with your communities, and the interactions you have had with CTCP statewide TA providers, and rank the value of each to your work. This is how we are evaluating the usefulness of statewide projects and how we are determining other TA needs for the field, and we very much value your input.

During the report period, did project staff participate in webinars, trainings, and conferences sponsored by CTCP, CTCP-funded projects or others to build capacity and facilitate completion of project activities? Somewhat

[09/22/2017]

Thank you for checking out the HSHC data and healthy retail webinars. There are many additional webinars offered that would be helpful to your work. I know that your time is limited, but with the addition of new staff in the next plan period, I would encourage you to seek out more of these opportunities.

Comments & Recommendations

Status

Was the Progress Report submitted by the due date?

No

Submission Comments:

[09/22/2017]

The progress report was due on June 30, 2017, but was submitted on July 29th.

Overall Comments:

[09/22/2017]

Overall, the progress report provided lots of good information and helpful background in the narratives. I felt that there was some improvement (see comment from previous progress report regarding length of narratives), but this could be better. For a final progress report, CTCP asks that you provide not only the progress from the final reporting period, but also a cumulative statement of progress from the entire plan term - this helps immensely in my review, and ensures that we are on the same page about the final outcomes of your overall efforts. Please make note of this for the next plan period (some projects like to provide a cumulative number at each progress report period to help themselves gauge progress along the way). We'll be updating the progress report webinar and doing some technical assistance around that in the next few months, so some additional information on expectations will be available soon.

There were several deliverables that were incomplete - you did make up for some of this work through other activities, providing additional technical assistance and presentations to help support the project work. Please see the chart below for how this applies.

Inyo County			
Plan Period: 7/1/2014 – 6/30/2017			
Activity #	SOW % Deliverable	Notes	Deliverable % Incomplete
2-2-14	2.0%	2 presentations of 6 were completed	-1.0%
2-7-9	2.0%	No presentation was created by the project, an outside contractor made a presentation	-2.0%
2-11-11	2.0%	You worked on recruiting a spokesperson and continued to build relationships with key tribal youth and partners, but no training was completed	-1.0%
2-14-7	.5%	No media plan was created because of the stall in policy development	-.5%
4-3-4	2.0%	You did a great job using existing	-1.0%

		materials, but only 1 of the 2-3 new materials was developed	
Scope of Work Deliverable % Deduction Sub-Total			-5.5%
		Additional Activity Credit	+4.0%
Notes :			
1-11-16: The project provided more than 50 hours of technical assistance (originally anticipated to be 5-10 hours)			
4-7-12: At least 10 presentations were completed, well above the 2 originally anticipated for this activity.			
		Total Deliverable % Deduction	-1.5%
		Total \$ Amount	\$6,750

Overall Recommendations:

[09/22/2017]

The collaboration and training section was not fully completed. This is a required element of the progress report - please let me know if you need clarification on the information that is to be provided for future progress reports.

Please be sure to note the revised and updated Tell Your Story guidance from the Tobacco Control Evaluation Center - this will apply to future evaluation efforts and reporting:

http://tobaccoeval.ucdavis.edu/analysis-reporting/documents/TellYourStory3.0_003.pdf.

I know you have felt that you experienced a lot of challenges with this workplan, but in looking at the whole, I see that you have gathered a lot of great data to help you move forward (and already used it in your CX to help you develop your new plan); you learned some things about working with tribes - as we at CTCP are doing currently with our new tribal initiative - we will have a lot more knowledge and information to share in the next few years as those projects develop that may be helpful for future work in this area; and you have definitely raised awareness, in particular about tobacco waste and vaping, and you've had some good successes. I look forward to seeing how you are able to build upon those in your next plan!

Please let me know if you have any questions about the closeout progress report.

Sincerely,

Tonia Hagaman Tonia.Hagaman@cdph.ca.gov (916) 449-5472



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 29

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

FROM: County Administrator and Health and Human Services-Behavioral Health Division

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Contract with Jackson Physician Search for Psychiatrist

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Agreement between the County of Inyo and Jackson Physician Search for the recruitment of a Psychiatrist in an amount not to exceed \$40,000 for a twelve month period from June 12, 2018 to June 12, 2019; \$3,750 for FY 17/18 and remaining for FY 18/19, contingent on the approval of the 18/19 budget and authorize the County Administrator to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Department has been recruiting for an in-person Psychiatrist upon notification of the retirement of our long term Psychiatrist. To date, the Department has been unsuccessful in recruiting a replacement. There is a nation-wide shortage of psychiatrists and the County has explored options for well over a year and a half without success. While some needs for psychiatric services may be filled by tele-psychiatry, an in-person Psychiatrist has been critical in meeting the urgent and crisis needs of the beneficiaries to successfully keep them within the community and avoid expensive hospitalizations.

Jackson Physician Search offers a very extensive and rigorous recruitment strategy. We propose the sole source use of Jackson Physician Search after several interviews with the representative and an extended negotiation of an agreement with participation from Personnel, the Deputy HHS Director of Behavioral Health and the Psychiatrist and a review by County Counsel. The company will conduct research to target individuals relevant to the County's specific needs and expectations for psychiatry services. Jackson Physician Search monitors and has access to all relevant job search data bases and assigns a specific recruiter to the Inyo County position. Payment is made with incentives built in for a shorter time period to successful recruitment. The agreement also includes a guarantee to the continuation of the terms and conditions of the contract, without an additional placement fee, for a replacement search should the physician leave employment for any reason or be terminated for good cause within 150 days.

ALTERNATIVES:




The Board could choose not to approve the contract agreement to assist in filling this position and direct that the recruitment continue through the use of County staff.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

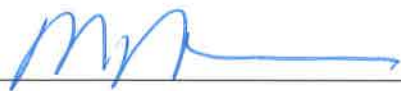
FINANCING:

Behavioral Health Realignment. This expense will be budgeted in the Mental Health Budget (045200) in Employee Physical (5260). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>5/23/18</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>5/24/2018</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>✓</u> Date: <u>5/23/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/29/18



Your Partners In Physician Search

PHYSICIAN SEARCH AGREEMENT

This Physician Search Agreement (Agreement) by and between _____ (Client) and **Jackson Physician Search** ("Company") is dated as of the ____ day of _____, 2018. Client hereby engages Company to conduct one or more searches as indicated in the section entitled "**Searches Contracted**" below, and Company agrees to the engagement under the terms and provisions specified below:

COMPANY AGREES TO:

1. Conduct an assessment of the proposed search request (an "Opportunity Appraisal") prior to initiating search activity. During the Opportunity Appraisal Company will explain the recruiting process, work with Client to define candidate specifications, obtain information from Client on the practice opportunity and community, and define our mutual responsibilities in the recruiting process.
2. Develop a marketing strategy tailored to Client's needs highlighting the Client's opportunity and implement a cost-effective method of sourcing specified candidates.
3. Advise Client with respect to current "market" terms Client should consider including in its Client-Physician Agreement to be shared with candidates in advance of the visit to Client's location.
4. When feasible, pre-screen all candidates and perform reference and professional activity background reviews, as authorized by candidates, prior to a visit to the Client's location.
5. Personally interview candidates in advance of the on-site visit.
6. Coordinate travel logistics on each candidate and spouse/significant other (if applicable) visiting Client's location.
7. Communicate candidate's interest in Client's opportunity subsequent to on-site visit.
8. Assist in the negotiation of an acceptable Client-Physician Agreement should mutual interest be established.
9. Use best efforts to conduct the physician search and communicate with Client at least weekly.

CLIENT AGREES TO:

1. Work with Company to develop mutually agreeable recruiting strategies and guidelines.
2. Furnish Company with its proposed Client-Physician Agreement.
3. Provide reimbursement for airfare for the candidate up to \$500 and spouse up to \$250, for a coach/economy seat on a commercial carrier. Candidates will make their own air travel arrangements and keep their receipt for reimbursement. Cost will also be reimbursed per your receipt for a rental car and gas, (the candidate needs to fill the car with fuel when the vehicle is returned). The vehicle size allowed is an economy vehicle. The County will provide reimbursement per receipt for hotel for two nights, up to \$106 per night before taxes. The County will also provide reimbursement per itemized receipts for meals for the candidate only, up to \$64 per day. (No alcohol, of course.) Candidates are responsible for any other expenses. Please keep in mind the County cannot reimburse for any expenses that are not documented by a receipt.
4. Reimburse Company for pre-approved out-of-pocket expenses incurred on Client's behalf (e.g., travel for Opportunity Appraisal); reimburse Company for state/county sales, use, or receipts tax (as applicable by state) charged against payments to Company under this agreement; and pay states' assessment of any imputed taxes/expenses related to this agreement.
5. Pay all invoices within sixty (60) days after the date of receipt. Late payment will be assessed an interest charge of one and a half percent (1.5%) per month on the outstanding balance greater than thirty (30) days.
6. Participate with Company in the Search Progress Assessments.
7. Pay Company professional fees according to the following schedule:

Initiation Fee: Upon execution of this agreement, Client agrees to pay Company an Initiation Fee of ~~\$3,000~~ \$1,500 per search. This fee covers posting opportunity on multiple top Job Boards, Association Job Boards, E-mail Blast to all candidates within Jackson Physician Search's database, and utilization of several social media sites.

Pay Sourcing, Advertising & Marketing (SAM) – Flat fee of ~~\$3,000~~ \$2,250 per month per active search. This includes maintaining/updating multiple job boards, pertinent association sites, social media sites as well as multiple job aggregators and distribution partner sites, Email campaigns and phone campaigns to maximize exposure of the Client's opportunity, as well as activities by Recruiter and Researcher in screening and qualifying candidates. A full month will be charged for a search initiated on or before the 15th of the month and will be prorated for a partial month if search is initiated after the 15th of the month.

**If search continues after month 6, SAM fee will decrease to \$1,500.*

Placement Fee: Flat \$18,000 if filled within 120 days and \$16,000 after that, in each case from the date of the Opportunity Appraisal. This obligation shall accrue upon written acceptance of the opportunity from the physician candidate.

**The placement fee will be paid as follows: 50% payable when the candidate signs with client, 50% payable 60 days later.*

SEARCHES CONTRACTED:

- | | | |
|----------------------|----------|----------|
| 1. Psychiatry | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

GENERAL PROVISIONS:

- The term of this agreement shall be for one (1) year from the date this agreement was executed and may be extended past a year on a month to month basis at request of Client. Agreement may be cancelled by either party with 30 days written notice. This agreement also shall terminate without further notice at such time as there are no contracted searches still active.
- The Client may terminate one or more of the contracted searches at any time, upon written notice.
- Should a physician presented, either directly or indirectly, by Company during the term of this agreement sign a Client-Physician Agreement or other expression of his or her intention to be hired ("Letter of Intent") during the term of this agreement or within one (1) year thereafter, Client shall pay Company the Placement Fee. This obligation shall survive termination of this agreement.
- Subsequent to Company's conducting the Opportunity Appraisal; Company reserves the right to place the search on hold until Client provides Company with the proposed Client-Physician Agreement.
- Should Client desire to engage a candidate submitted by Company on a locum tenens basis, Client agrees to utilize Company's affiliate, J&C LocumTenens, LLC, or pay Company the Placement Fee.
- Client's obligations to pay fees or reimbursements hereunder which have accrued prior to termination shall survive termination of this agreement.

Should a physician recruited under the terms of this Agreement voluntarily leave such employment for any reason (other than Client's non-performance under the terms of the Client-Physician Agreement) or be terminated by Client for documented good cause, within one hundred and fifty (150) days at Client's request Company will conduct a search for a replacement physician. Company will provide a replacement for the same position on the terms and conditions above except no additional Placement Fee will be charged to Client. Request for a replacement search must be made to Company in writing within thirty (30) days from the physician's scheduled start date. This replacement guaranty is valid only for the initial placement.

Candidate(s) are presented to Client in confidence. Should Client refer such candidate(s) to another facility, and should the candidate(s) be contracted by that facility, Client would be responsible for payment of placement fee to Company in accordance with the terms stated above as if Client had hired or engaged the physician.

ADDITIONAL PHYSICIAN OR MEDICAL SERVICE PROVIDER PLACEMENT:

Should a physician or other medical service provider (i.e., Nurse Practitioner, Occupational or Physical Therapist, Certified Nurse-Midwife, Certified Registered Anesthetist, Physician Assistant, etc.) be presented by Company at Client's request outside this Physician Search Agreement and should the physician or medical service provider enter into a Client-Physician/Provider Agreement or Letter of Intent, Client agrees to pay a Placement Fee of Twenty Six Thousand dollars(\$26,000) per physician or Fifteen Thousand (\$15,000) for a medical service provider other than a physician.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Client and Company. Client and Company shall be entitled to no benefit other than those specified herein. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment and signed by Client and Company. Both parties specifically acknowledge that in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.

FOR: _____ (Client)

FOR: Jackson Physician Search

Client Representative (Print Name)

Cheyenna Villarreal

Company Representative (Print Name)

Address

Regional Vice President

Signature

Title/DocuSigned by:
Cheyenna Villarreal

Signature

Title

4/18/2018

Date:

Date

Contract #



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: June 12, 2018

SUBJECT: Approve and Award the Website Redesign Project contract to Boots Road, LLC.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve and award the contract for the County's Website Redesign Project to Boots Road, LLC. in an amount not to exceed \$52,800 and authorize the chairperson to sign.

SUMMARY DISCUSSION:

The County's current website design is very old, and much of the content is stale and poorly organized. The website does not have a consistent look and feel across all pages and departments, and navigation is not intuitive, making it difficult for the Public to find information they need. Updating content on the website is often a very involved and time-consuming process, requiring manual modifications to the HTML code for most website pages. The website does not have the functionality that people have come to expect of a contemporary website. Additionally, the website does not function well on mobile devices and it is not easily accessible for some with vision impairments. There is a consensus in the County that we need a new website.

The planning for a new website began in September 2017 with four Website Redesign Project brainstorming and planning meetings each in Bishop and Independence. We collaboratively identified the problems that we wanted to solve with the new website, developed high-level project goals to solve the problems that we identified, and documented specific technical and functional requirements to support the project goals. The groups also identified key website design considerations based on an evaluation of several websites from other counties.

Following the planning meetings, the group collaboratively developed a recommendation to pursue a Website Redesign Project in earnest. Using information from the recommendation and the planning meetings, we developed the website-specific language for a Website Redesign Project Request for Proposals (RFP). The RFP was posted at the end of March, 2018 and proposals were due at the end of April, 2018. More than 25 people representing most of the Departments across the County participated in the planning activities leading up to the posting of the RFP.



The Website Redesign Project RFP generated 33 responses from across the US and as far away as India, with project costs ranging from \$15,000 to \$375,000. The evaluation team ranked the proposals that were responsive to the RFP. The Best-Value evaluation criteria included completeness of the RFP response, ability to satisfy the stated scope of work, ability to satisfy the stated technical requirements, ability to satisfy the stated functional requirements, description of the proposed project plan, qualifications of the organization, and the ability to enter into a County contract. In light of our local contracting preference, we note that a local vendor submitted a proposal that was on the lower end of the received cost spectrum. In ordinary circumstances the County would be mandated to accept that proposal. But upon taking a close look at the proposal, the evaluation team determined that it did not satisfy the stated scope of work. After combining the rankings of the evaluation team and confirming the RFP responsiveness of the ranked proposals, the team identified the Boots Road proposal as the highest-ranked, responsive bid.

ALTERNATIVES: Your Board could choose to not approve the request to award the contract to Boots Road, to award the contract to a different vendor;; or to direct staff to revise the RFP and start over. These alternatives are not recommended since we are confident in the recommended vendor's ability to fulfill our requirements and since their cost is quite reasonable.

OTHER AGENCY INVOLVEMENT: The Website Redesign Project will affect and benefit all County Departments.

FINANCING: Funding is available in the Information Services budget (011801) in the Professional Services object code (5265).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>6/6/2018</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/5/2018</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: <u>✓</u> Date <u>6/5/18</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



Date: 6/6/2018

AGREEMENT BETWEEN COUNTY OF INYO
AND Boots Road Group LLC
FOR THE PROVISION OF Website Redesign Project SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Website Redesign Project services of Boots Road Group LLC of 348 Roberts Ave, Seaside, CA, 93955 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 June 13, 2018 to June 12, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of fifty-two thousand eight hundred Dollars and no cents (\$52,800) 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 fifty-two thousand eight hundred 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	
Information Services	Department
<u>168 N. Edwards</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:

Boots Road Group LLC	Name
<u>348 Roberts Ave.</u>	Address
<u>Seaside, CA 93955</u>	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 Boots Road Group LLC
FOR THE PROVISION OF Website Redesign Project **SERVICES**

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

COUNTY OF INYO

By: _____

Type or Print Name

Dated: _____

CONTRACTOR

By:  _____

Spencer Critchley

Type or Print Name

Dated: **June 5, 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 Boots Road Group LLC
FOR THE PROVISION OF Website Redesign Project **SERVICES**

TERM:

FROM: June 13, 2018 **TO:** June 12, 2019

SCOPE OF WORK:

See attached scope of work.

Attachment A
To Standard County Contract – No. 113

Scope of Work

Project Deliverables

The project deliverables must include the following:

- A functioning website and content management system (CMS), including the following specific webpages with current content:
 - County Website Homepage
 - 28 departmental home pages
 - 40 informational web pages subordinate to departmental home pages
 - Integrated CMS that authenticates to Active Directory, allows access to website pages and subpages based on AD group membership, and allows the creation of new webpages using webpage templates
 - 5 webpage templates that integrate with the CMS and allow a department to create a new departmental home page and subordinate pages based on templates
 - Functioning aggregated news feed
- Documentation, including digital training materials, to describe:
 - The structure and technical features of the website
 - How to create, update and delete webpages in the CMS
 - How to change background and inline photos
 - How to create newsfeed and event items
 - How to tag newsfeed and event items for inclusion in the County's newsfeed and list of events
 - Any unique features of the website
- Training that covers the required documentation should be available for up to 30 people and must be completed at least 2 weeks prior to the official launch of the new website. The website training plan will be developed in collaboration with the County.

Technical requirements

- The website taxonomy must be developed in collaboration with Information Services and other County departments.
- The function and design of the page templates must be developed in collaboration with Information Services and other County Departments.
- The integrated CMS should authenticate to Active Directory using group membership, allow access to website pages and subpages based on AD group membership, and allow the creation of new webpages using webpage templates.
- The CMS should allow editing in a form closely resembling its appearance when displayed (WYSIWYG) and should allow changes to content and images, but should not allow changes to page format.
- The website should be integrated with a database and should be database driven.

- The website colors and general layout should be controlled by a “skin” that can be changed by creating and toggling a different skin in the CMS.
- The website will be associated with the InyoCounty.us domain, and must function regardless of the use of capital letters in the URL.
- Links to www.InyoCounty.us and InyoCounty.us must return the same website content.
- The website should be easily portable and easily migrated to a different hosting platform or service.
- The code must be readable, well documented, and extensible using currently available software development tools.

Functional Requirements

- The new website has a consistent look and feel across all web pages.
- The new website is visually appealing based on pre- and post-project survey results. Survey questions will be developed in collaboration with the County.
- The new website includes an integrated CMS that allows departments to easily manage and update the content on their pages.
- The new website CMS allows page owners to easily change the inline and background pictures on their pages.
- Pages support cycling through a set of background images.
- Pages support cycling through a set of inline images.
- The new website is easier to navigate based on usability testing based on pre- and post-project survey results. Survey questions will be developed in collaboration with the County.
- The new website can support automated news and event aggregation from other pages on the County website, online forms and interactive applications, workflow automation, and scheduled information posting and removal.
- The new website is device responsive.
- The new website complies with ADA Section 508.
- The website should function the same regardless of the browser used, including current versions of Internet Explorer, Google Chrome and Firefox.
- The new website will be fully owned by the County of Inyo and cannot be proprietary to the respondent, the respondent’s subcontractors, or third party entities. The County or its contractors must be able to modify the product without needing to obtain permission or pay fees to another organization.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Boots Road Group LLC
FOR THE PROVISION OF Website Redesign Project **SERVICES**

TERM:

FROM: June 13, 2018 **TO:** June 12, 2019

SEE ATTACHED INSURANCE PROVISIONS

**Attachment B
to Standard County Contract No. 113**

Insurance Requirements for IT Professional Services

IT 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. IT Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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, including products and completed operations, property damage, bodily injury and 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** 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. **Technology Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County of Inyo requires and shall be entitled to the broader coverage and/or 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.

Other Insurance Provisions:

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

Additional Insured Status

The County of Inyo, 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, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County of Inyo, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County of Inyo, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to County of Inyo a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County of Inyo 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 County of Inyo has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County of Inyo. The County of Inyo may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County of Inyo.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County of Inyo.

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 Retroaction Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County of Inyo with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County of Inyo before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County of Inyo 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, and Consultant shall ensure that County of Inyo is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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



County of Inyo Request for Proposals (RFP) RFP-IS-1801

Website Redesign Project March 2018

Project to Develop, Design and Deliver an Easy-to-Update County of Inyo Website with a Consistent Look and Feel, a Contemporary Design, and Intuitive Navigation.

Submit Proposals to:

sarmstrong@inyocounty.us

Date Released:

March 30, 2018

Submittal Deadline:

April 27, 2018, 4:30 p.m.

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I. Introduction

County of Inyo Website Redesign Project

The County of Inyo is soliciting proposals from firms with demonstrated website development and design experience to develop, design and deliver a new website for the County that is easy to update, has a consistent look and feel, a contemporary design, intuitive navigation, and meets the needs of the County as detailed below. The County may use submitted proposals to develop a Vendor List for future website updates and enhancements.

II. Background

The County of Inyo is a governmental organization

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

According to census information, the population of Inyo County in 2013 was estimated to be 18,467 and showed an increase of 2.9% over the 2000 census. The census also reports a median household income of \$45,000 or 27% below that of the California median, and a median value of owner-occupied homes of \$246,200 or 36% below that of the California median. Census data indicates 7,910 Inyo County households in 2012.

While the County seat is located in Independence, the population center of the county is approximately 45 miles to the north in Bishop, California. The City of Bishop is the County's only incorporated City, and covers an area of approximately two-square miles with a population of nearly 4,000 residents. Bishop and its immediate suburbs host a population of approximately 12,000.



The County of Inyo governmental organization is the county's largest single employer with approximately 460 employees.

Description of bandwidth availability in the region

The Digital 395 Project resulted in the availability of very good broadband Internet access for most of the population centers in the county, but we do still have some parts with limited to no broadband Internet access. The delivered website solution should be able to take advantage of the good bandwidth speeds in the area while still being cognizant of our residents and visitors with limited broadband Internet access.

Purpose of the County website

The County website exists to provide a means of sharing information with the public regarding County Government services and operations, and to facilitate the public's interactions with the Board of Supervisors and County Departments.

Shortcomings of our current website

The purpose of this project is to correct the shortcomings of our existing website in order to better share information with the public and better facilitate the public's interaction with the County Departments.

The most notable shortcomings of our current website include:

- The website does not have a consistent look and feel across all pages and departments.
- The website design is very old, and much of the content is stale and poorly organized.
- Updating content on the website is often a very involved and time-consuming process.
- Navigation is not intuitive, making it difficult for the Public to find information they need.
- The website does not support automated news and events aggregation, or online forms.
- The website does not integrate with other County-sponsored websites and on-line services including: the Inyo County Free Library automation system; the Eastern California Museum photo archive; and, tourism and marketing web sites such as TheOtherSideofCalifornia.com and ElCaminoSierra.com.
- The website does not function well on mobile devices and pages are not printer friendly (it is not device responsive).
- Digital information is not easily accessible for some with disabilities (the website is not compliant with ADA Section 508).

III. Scope of Work

Project Deliverables

The project deliverables must include the following:

- A functioning website and content management system (CMS), including the following specific webpages with current content:
 - County Website Homepage
 - 28 departmental home pages
 - 40 informational web pages subordinate to departmental home pages
 - Integrated CMS that authenticates to Active Directory, allows access to website pages and subpages based on AD group membership, and allows the creation of new webpages using webpage templates
 - 5 webpage templates that integrate with the CMS and allow a department to create a new departmental home page and subordinate pages based on templates
 - Functioning aggregated news feed
- Documentation, including digital training materials, to describe:
 - The structure and technical features of the website
 - How to create, update and delete webpages in the CMS
 - How to change background and inline photos
 - How to create newsfeed and event items
 - How to tag newsfeed and event items for inclusion in the County's newsfeed and list of events
 - Any unique features of the website

- Training that covers the required documentation should be available for up to 30 people and must be completed at least 2 weeks prior to the official launch of the new website. The website training plan will be developed in collaboration with the County.

Technical requirements

- The website taxonomy must be developed in collaboration with Information Services and other County departments.
- The function and design of the page templates must be developed in collaboration with Information Services and other County Departments.
- The integrated CMS should authenticate to Active Directory using group membership, allow access to website pages and subpages based on AD group membership, and allow the creation of new webpages using webpage templates.
- The CMS should allow editing in a form closely resembling its appearance when displayed (WYSIWYG) and should allow changes to content and images, but should not allow changes to page format.
- The website should be integrated with a database and should be database driven.
- The website colors and general layout should be controlled by a “skin” that can be changed by creating and toggling a different skin in the CMS.
- The website will be associated with the InyoCounty.us domain, and must function regardless of the use of capital letters in the URL.
- Links to www.InyoCounty.us and InyoCounty.us must return the same website content.
- The website should be easily portable and easily migrated to a different hosting platform or service.
- The code must be readable, well documented, and extensible using currently available software development tools.

Functional Requirements

- The new website has a consistent look and feel across all web pages.
- The new website is visually appealing based on pre- and post-project survey results. Survey questions will be developed in collaboration with the County.
- The new website includes an integrated CMS that allows departments to easily manage and update the content on their pages.
- The new website CMS allows page owners to easily change the inline and background pictures on their pages.
- Pages support cycling through a set of background images.
- Pages support cycling through a set of inline images.
- The new website is easier to navigate based on usability testing based on pre- and post-project survey results. Survey questions will be developed in collaboration with the County.
- The new website can support automated news and event aggregation from other pages on the County website, online forms and interactive applications, workflow automation, and scheduled information posting and removal.
- The new website is device responsive.
- The new website complies with ADA Section 508.
- The website should function the same regardless of the browser used, including current versions of Internet Explorer, Google Chrome and Firefox.

- The new website will be fully owned by the County of Inyo and cannot be proprietary to the respondent, the respondent's subcontractors, or third party entities. The County or its contractors must be able to modify the product without needing to obtain permission or pay fees to another organization.

IV. County Information and Responsibilities

Administrative Information

The County of Inyo Information Services Department, through the Office of the County Administrator, is sponsoring this project, and the County of Inyo Information Services Department is managing the project. Respondents are specifically instructed to not contact any elected officials or other County employees for meetings, conferences or discussions related to this RFP. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response.

Inquiries and County Project Contact

Scott Armstrong, Information Services Director
County of Inyo
P.O. Box 477
Independence, CA. 93526

Phone: 760-878-0390
Fax: 760-872-2712
Email: sarmstrong@inyocounty.us

All inquiries should be directed in writing via email to Scott Armstrong, Director of Information Services, County of Inyo. The closing time for inquiries related to this RFP is April 25, 2018, 4:30 p.m. All inquiries and the associated County responses will be posted on the County website. Interested parties are cautioned that the opportunity to obtain additional information should not be viewed as a sales presentation opportunity.

Rights of the County

The County retains sole discretion regarding every aspect of the RFP evaluation and selection process. The County reserves the right to, but is not limited to:

- Select the proposal for contract award
- Accept other than lowest offer
- Reject any or all responses without cause
- Reject all responses and seek new responses when such action is judged to be in the best interest of the County
- Request and receive additional information as the County believes is necessary, and disqualify any respondent and reject any responses for failure to promptly provide such additional information
- Request additional information or clarification from respondents, or allow corrections of errors or omissions
- Postpone or extend the RFP deadline for its own convenience or benefit
- To disregard all non-conforming, non-responsive or conditional proposals

- Approve or disapprove sub-contractors
- Waive technical defects in responses and to accept the response which, in the sole judgment of the County, is in its best interest
- Negotiate with any and all respondents
- Change the amount of funding available
- Enter into a contract with another respondent in the event the originally selected respondent fails to execute a contract with the County
- Reject any or all proposals or portions thereof, and to reduce the scope of the Project

V. Responsive Proposal

Deadline

The deadline for submitting a proposal for the Website Redesign Project is April 27, 2018, 4:30 p.m.

Proposal Format

Use the following format in developing a proposal in response to our request for proposals. You can include additional information that you feel is relevant, but the evaluation team will evaluate your proposal based on the criteria and requirements identified in this RFP.

- Identify clearly on the cover that your proposal is for the Website Redesign Project to develop, design and deliver a new website for the County of Inyo, California.
- Describe how you will satisfy each of the three sections in the Scope of Work.
- Develop a project plan with staff resource scheduling and a timeline.
- To demonstrate qualifications and experience:
 - Include examples of three different website designs created for other customers that demonstrate an understanding of, and the ability to implement a database-driven website, customer-specific website design concepts, website usability concepts, responsive design concepts, and website accessibility concepts.
 - Include an example of code and inline documentation from a website created for a customer.
 - Include at least 3 customer references with email addresses and phone numbers.
- State whether you will be able to enter into a Standard County Contract #113 (Exhibit A to this RFP).
- Identify Project Costs
 - Itemize and summarize the different types of costs.
 - Indicate the total project costs for the entire project.
 - Identify the major project milestones associated with the timing of payments.
- The proposal should be delivered in a digitally readable format, preferably as a PDF file.

Use of Proposals and Respondent Guarantees

The respondent's proposal submitted in reply to this RFP acknowledges that the rights have been reserved to include the selected respondent's proposal or any part or parts of the selected respondent's proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP. All proposals submitted shall be valid for a period of 120 calendar days from the date of proposal opening.

Standard County Contract

The respondent selected for contract award will be required to enter into a contract with the County of Inyo using the County of Inyo Standard Contract #113 (Exhibit A to this RFP). Identify any requested exceptions to the contract in the response to this RFP. Only exceptions identified in the submittal responses to this RFP will be considered during contract negotiations with the selected vendor.

Obligations Assumed by Submitting a Proposal

By submitting a proposal, the respondent certifies that:

- Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.
- The respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work;
- The respondent has made themselves familiar with all Federal and State Laws, local laws, ordinances, and regulations which in any manner affect the project work or the delivered product.
- The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other respondent.
- The respondent has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the County of Inyo.

No contract shall be considered binding upon the County until the County Board of Supervisors has made a final award and executed the contract. The County is interested in working with a respondent able to initiate the project immediately following successful contract negotiations.

Failure to Execute Contract

Failure to properly execute and deliver the contract within thirty (30) days as specified, at the County's discretion, may be cause for cancellation of the award.

In the event the award to the successful respondent is cancelled, the award may then be made to the next highest ranked responsive and responsible respondent, and such respondent shall fulfill every stipulation embraced herein as if the original party to whom the award was made; or the County may reject all of the proposals, as its interest may require.

Insurance and Bonds

The successful respondent shall procure and maintain insurance as specified in Attachment B to the Standard Contract #113, and with the provisions specified in said Attachment B.

Respondent Competency

The County may make such investigation as it deems necessary to determine the ability of the respondent to perform the work. The County may require the respondent to present satisfactory evidence that it has sufficient experience and skilled workers to complete the work. The County will use the forgoing information, if required, as an aid to selecting a proposal for contract award. Nothing

contained in this section shall be construed as depriving the County of its discretion in the matter of selecting a proposal for contract award. The County reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the Project.

Prime Contractor Responsibility

Any respondent's proposal that includes equipment, software or services that are marketed, supported or supplied by other companies or individuals must contain a statement that the respondent will act as the prime contractor for the entirety of project, not limited to the development, design and delivery of the project.

Legal Address

The address given in the proposal is hereby designated as the legal address of the Respondent. Such address may be changed at any time by notice in writing via email delivered to the County Project Contact. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper, directed to the above named address of any notice, letter, or other communication to the Respondent shall be deemed to be a legal and sufficient service upon the Respondent.

VI. Evaluation and Selection

Selection and Award of Contract

The Contract award will be based on "best value." The County's evaluation team will evaluate all of the relevant factors, including responsiveness to the proposal requirements, qualifications of the proposer, the proposer's history in providing the service and any other reasonably established factor necessary to determine what proposer will provide the "best value" to the county.

As soon as practicable after evaluation and ranking of the proposals, selection of the top finalist, and contract negotiations resulting in a signed contract with the vendor, the contract will be presented to the Board of Supervisors for award at its sole discretion, contingent on funding. The contract instrument will be a Standard County Contract form #113.

In the event the County is unable to negotiate a contract with the top finalist, the County may, at its sole discretion, negotiate a contract with another respondent, or choose not to award the contract, or put the proposal out to bid again.

Ranking

A team selected by the County will evaluate all proposals deemed responsive to the request. The proposals will be ranked based on an analysis conducted by the evaluation team. The top ranked respondents will be deemed finalists and may be asked to meet in person as a means of further evaluating the respondent's claims provided in the proposed solution.

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

Evaluation Criteria

No commitment will be made to select a respondent's proposal solely on the basis of price. Cost is an influence, but is not in the evaluation criteria. The County will evaluate the detail substantiating the general estimated costs provided including development, design and delivery costs.

The primary basis for selection will be the proposed solution's ability to meet the County's project goal and associated requirements; however, consideration will also be given to overall value, as well as to the respondent's reputation and ability to be a strong business partner.

Responses to this RFP will be evaluated according to the following criteria:

Proposal Evaluation Criteria	100 Points
Completeness of Response	Pass/Fail
Ability to Satisfy the Scope of Work, Deliverables	20
Ability to Satisfy the Scope of Work, Technical Requirements	25
Ability to Satisfy the Scope of Work, Functional Requirements	25
Project Plan for Website Development and Delivery	15
Qualifications and Experience	15
Ability to enter into County of Inyo Standard Contract #113	Pass/Fail

VII. Project Funding for the Website Redesign Project

The County has identified funding for the development, design and delivery of the new County website. The funding is available through June 2018. No ongoing funds have been identified, and this project is not expected to result in new, regularly recurring support or maintenance fees. The full scope of the delivered website solution must be completed within the identified project budget.



County of Inyo, California

WEBSITE REDESIGN PROJECT

BOOTSROAD
GROUP LLC

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COMPANY INFORMATION

COMPANY NAME	BOOTS ROAD GROUP, LLC
COMPANY ADDRESS	348 ROBERTS AVENUE SEASIDE, CA 93955
PRIMARY RFP CONTACT	SPENCER CRITCHLEY MANAGING PARTNER
PRIMARY RFP EMAIL	SPENCER@BOOTSROAD.COM
PRIMARY RFP PHONE	(831) 612-9200 EXT 3
NUMBER OF EMPLOYEES	7 FULLTIME, 2 PART TIME

“THE CITY HAS HAD A GREAT EXPERIENCE WORKING WITH SPENCER AND THE BOOTS ROAD TEAM AS WE COMPLETELY REVAMP OUR WEBSITE AND OTHER COMMUNICATION RESOURCES. THEIR PROCESS, PROFESSIONALISM, AND GENUINE COMMITMENT TO UNDERSTANDING THE COMPLEXITY OF CITY GOVERNMENT AND OUR DIVERSE AUDIENCE HAVE PROVEN INVALUABLE.

- RENE MENDEZ, CITY MANAGER
GONZALES, CA

OUR PHILOSOPHY

- Work with clients we believe in.
- Find the simple, powerful core message, then build on it.
- Merge great writing and design with the right technology.
- Make terrific things happen.

We are in this to be creative in every sense of the word: making something new, while making things better. We look forward to doing that with you.



ABOUT BOOTS ROAD GROUP

Founded in 2005 as Boots Road Communications, Boots Road Group is a digital marketing agency for people who are making the world a better place. We specialize in serving nonprofit organizations, academic institutions, governments, and socially responsible corporations.

Our past and present clients include Obama for America 2008 & 2012; the US Department of Labor; the Cities of Salinas, Santa Cruz, Carmel, and Gonzales, California; the Salinas Police Department and Santa Cruz County Sheriff Department; Congressman Sam Farr; UC Berkeley, Lawrence Livermore National Laboratory and the Middlebury Institute of International Studies; Passionfish and many others — please see our list on page 37.

Modern marketing is based on the recognition that digital technology and the Internet act to merge media and formats that might previously have been divided. So we integrate these services, uniting them in the service of the client's communications goals:

- Branding
- Advertising
- Public relations
- Web development and hosting
- Social media
- Content marketing

And more — we discuss digital marketing in detail in Appendix B

Our staff has deep expertise in the creative and technical aspects of this work. This includes:

- Communications strategy

- Graphic design
- Interface design and information architecture
- Multi-media production (photography, video, animation, etc.)
- Writing and editing
- Web development
- App development
- Social media campaign design and management
- Content marketing
- Search marketing
- Webserver configuration, management, and hosting
- Database engineering
- Analytics
- Training, support, and documentation
- Accessibility and ADA compliance
- Quality assurance



I HAVE BEEN WORKING WITH BOOTS ROAD GROUP FOR MORE THAN SEVEN YEARS, FIRST AT UC BERKELEY AND NOW AT LAWRENCE LIVERMORE NATIONAL LAB. DURING THAT TIME THEY HAVE PROVIDED A CLEAN, PROFESSIONAL LOOK TO OUR MARKETING, WEBSITES AND LOGOS. THE SERVICE PROVIDED IS TOP NOTCH. I'D HIGHLY RECOMMEND THEM IN ALL FACETS OF MARKETING, WEB DESIGN, LOGO DESIGN AND MORE. BOOTS ROAD GROUP IS ONE OF A KIND, AND THEIR CUSTOMIZED SERVICE IS VERY MUCH APPRECIATED.

*-KARYN HOUSTON, COMMUNICATIONS MANAGER
ENERGY TECHNOLOGIES AREA
LAWRENCE BERKELEY NATIONAL LAB*

OUR APPROACH TO DESIGN

HUMAN-CENTERED DESIGN

We believe strongly in **human-centered design**.

While creative and technical skills are critical, equally important are the skills of listening, learning, and synthesizing that yield a coherent, effective design solution that doesn't just deliver a list of features, but truly meets the client's needs.

Therefore, we expect to "front load" the design process by giving intensive attention to discovery.

IMMERSION, EMPATHY, AND DESIGN THINKING

Whether we're designing a new brand or learning about an existing one, a strong design starts with thorough learning. We study reference collateral supplied by you, and we do additional research on our own. And as much as possible, we immerse ourselves in your work, values, challenges and opportunities.

We often convene a **design charette**: a brainstorming and co-design session with the client. It's part of our orientation towards design thinking:

... a human-centered innovation process that emphasizes observation, collaboration, fast learning, visualization of ideas, rapid concept prototyping, and concurrent business analysis.

Thomas Lockwood, *Design Thinking*, 2013

Clients, after all, are deep experts on their own needs. An effective design will be an elegant solution to those needs, not just a showcase of the designer's abilities. We see the client as not just a recipient of the design, but a partner.

GOOD DESIGN WORKS

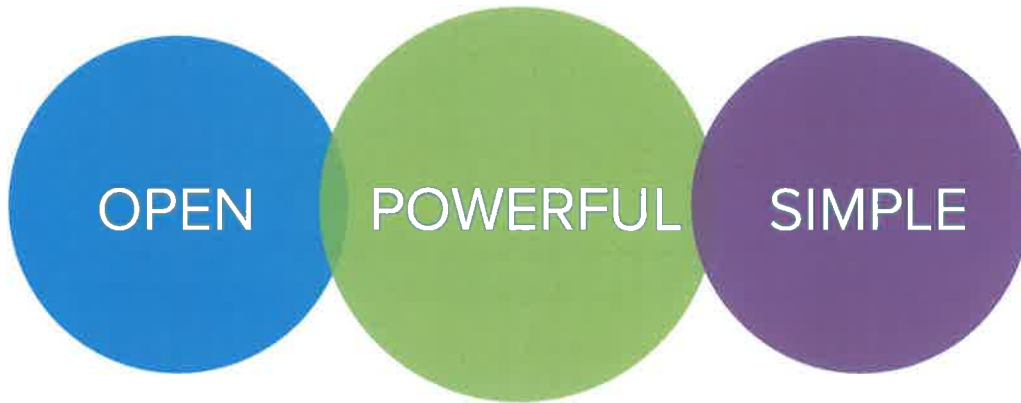
There was a time when design was thought of as the decorative finish you applied to the "real" product or service. Now, good design is seen as essential to the success of nearly everything we make. So good design has functional value —it works.

For any design project, we recommend the definition of specific goals and **key performance indicators (KPIs)**, which track progress towards those goals. Often, these KPIs are the knowledge, beliefs, and behavior we want to see in the target population.

Specificity is important. Rather than say "raising awareness," we would encourage defining KPIs like "increasing recognition of the brand name," "increasing web landing page visits," or "increasing inquiries," with a minimum change amount set, such as "at least X percent." These then guide all following choices.

CLIENTS, AFTER ALL, ARE DEEP EXPERTS ON THEIR OWN NEEDS. AN EFFECTIVE DESIGN WILL BE AN ELEGANT SOLUTION TO THOSE NEEDS, NOT JUST A SHOWCASE OF THE DESIGNER'S ABILITIES.

1) A FUNCTIONING WEBSITE AND CONTENT MANAGEMENT SYSTEM (CMS)



Our approach to building government websites can be summarized in a sentence: we make them Open, Powerful, and Simple.

OPEN.

Many government websites are built on closed, proprietary platforms. While good work can be done this way, there are also significant costs to the client. The vendor who supplies the website has high pricing power over ongoing hosting or maintenance costs, since the vendor faces little or no competition. Meanwhile the client is “locked in” to the vendor for future modifications, since there are few or no alternatives. Responses to requests for new features may depend on when those features are supported by an update to the underlying CMS.

To avoid these costs, we choose to develop on open source platforms, principally Drupal, the world’s leading open source content management system (CMS), used to build some of the world’s biggest sites. Because Drupal is open source, the underlying code is both free and open to any web developer with Drupal skills, of whom there are many. Our clients don’t stay with us because they have to, but because they want to.

POWERFUL.

The modular architecture of Drupal supports any function that can be performed by a website. If a feature doesn’t exist, it can be developed and plugged in. And rather than relying on the staff of just one firm, Drupal site owners benefit from the work of a worldwide community of developers who are constantly extending and improving Drupal.

SIMPLE.

The trade-off with Drupal can be that because it’s so capable, it can seem complicated to non-expert users. We eliminate that trade-off with our customized administrative interfaces, which are tailored to the needs of each user, from beginner to super-administrator.

Our web development process emphasizes close involvement by the client to ensure that we understand and deliver on your particular needs, as opposed to the more general needs of organizations like yours, because while there are of course commonalities, no two government entities are alike.

DEVELOPMENT TECHNOLOGY

As you'll see in our work examples, we have deep experience building websites for a wide variety of clients of all sizes, including the federal government. As mentioned above, we plan to build your site on the Drupal CMS, customized by us to meet your needs exactly. Following is more information on this technology and what it means for you.

Drupal runs on a "stack" of open source web technologies, including among others the MySQL database, the PHP server-side scripting language, the JavaScript client-side scripting language, and the CSS formatting language.

Each of these is powerful, proven, widely used, and under continuous improvement by a global community of experts, as is Drupal itself. This means that:

You will reap the benefits of leading technologies that are always getting better at no additional cost.

1. We don't own or control the code behind your website: you will always have the unrestricted ability to do whatever you wish with it, including switching to a different web development firm should you ever choose to. Your site will be built to universal standards, with good documentation, which means qualified developers would have no trouble understanding how it works.
2. Because Drupal is so widely used and supported, you avoid the risk of "orphaning," i.e. the technology behind your website being abandoned by its developers.

Equally important, Drupal is designed from the core out to be modular. This means that:

1. Virtually any possible website functionality can be added without requiring changes to the rest of the site. There are thousands of existing modules and design models that can be added to a Drupal site, most of them available for free from their developers. If a brand new functionality needs to be created, we can code it and plug it into the site. It's extremely unlikely that the CMS itself will ever limit your options.
2. Because presentation is carefully separated from content, the appearance of the entire site can be changed without having to alter content. As a simple example, redefining the appearance of paragraphs only needs to be done once, and that will instantly update the appearance of every paragraph, anywhere on the site.

Additionally we provide:

- A customized administrative interface for each internal user role, from simple to full-featured as needed, along with customized permissions by role. For example, a calendar editor might only be able to update the calendar, while an administrator might be able to do anything.
- The ability not just to create and edit content, but to manage it. Site content will be able to be organized not just by a static location within the site, but by taxonomy tags, content type, field type, or other characteristics. This means that displays of content can be assembled dynamically, for example to construct, on the fly, a page with thumbnail images of all photos from a particular event.
- Scheduling and moderation of content. For example, staff will be able to create content now and have it appear on a future date, and then have it be unpublished (but not destroyed) after an expiry date. If you wish, content from some contributors can be held in a queue for review by an editor, who will then click to approve it for publishing on the site.

- Support for unlimited custom content types. If your staff finds that they frequently create content that shares a standard set of characteristics, a content type with those characteristics can be created, thereby saving time and work and ensuring consistency.
- Publishing of content to multiple locations. For example, a staffer can publish a news item to a department home page and either: (a) immediately publish it to the home page and/or elsewhere if they have the proper permissions, or (b) click to request that an editor review the item and then publish.
- Multiple search and navigation modes, to suit the preferences of different user types. These can include a super-menu containing most-likely choices, free text search, context-aware “How Do I?” search, search by tag, and other options.
- Scalable information architecture to support the growth of your site while maintaining ease of navigation. A common flaw of growing websites is that as more content must be shoehorned into an aging structure, the harder it gets to avoid clutter and keep navigation easy. We apply our expertise in information architecture — the design of information spaces — to the needs of your particular organization, to ensure that your growing site will continue to provide an easy and pleasant user experience.
- ADA compliance, so that the site is usable by people with visual impairment or other handicaps.

OUR STANDARD WEBSITE FEATURES AND FUNCTIONALITY

EASY, INTUITIVE PAGE EDITING

Edit info directly on the page, whether it's text, an image, a sidebar, an accordion, list of links, etc.

WYSIWIG EDITOR

What You See Is What You Get

Easily add and edit content to webpages. Choose from your site's unique styles and colors as well as the standard bold, italic, etc.

CREATE ONCE, PUBLISH ANYWHERE

With Boots Road sites, you eliminate duplicate effort by being able to create content once, and then publish it in multiple areas across the site. For example, you can create a news item to display on a specific department page, but also choose to publish it to the homepage, and to the regular news feed. This feature works on all of our content types, such as document lists, accordions, sidebars, and many others. Many organizations have documents that are used in multiple places on their website. With a Boots Road site, the documents are uploaded once, and then can be published in different locations of the site. If a document needs to be changed, you only need to upload it once, and all the locations are automatically updated.

BUILT-IN STYLES, COLORS, FONTS

The design for each unique Boots Road site is "built in," so that the user never has to worry about choosing the right font or color. For example, if you add text to a webpage, it automatically displays in the same design theme as the rest of the site.

CALENDAR

Post both singular and recurring events to the site calendar. The calendar can take the graphic form of the standard grid on the page, and/or can be displayed as a list of upcoming events on the homepage. Events can be viewed by day, week, or month, or filtered by department. The event list can also be filtered to display events for a particular location or subject on that page. For example, all upcoming events taking place in the Recreation Center

can be directed to display on the Recreation Center page as well as other standard locations. Calendar events, like news events, can contain text, images, and links, and attached documents.

AGGREGATED NEWS

Publish articles, press releases, etc. to an interior department or topic page and choose to promote them to the front page news feed. News items can contain text, images, video, links, and attached documents.

DOCUMENT / IMAGE LIBRARY

Upload documents and images to the site library once, and they can be accessed across the site, ensuring consistency and eliminating duplication.

How Do I's

Help visitors quickly find the information they need, by displaying a dynamic group of the most frequently asked questions about a specific subject in the sidebar of that page. For example, on a Conference Room description page, the most frequently asked questions might be "How do I reserve this room?" or "How do I find out the dimensions of this room?" If that's not what the user needs to know, they are also able to type in a different question about this subject or any subject on the site.

DEFINE ROLES FOR WEBSITE EDITORS

Define who can create or edit content, or what kind of content they can control. Filter by role or by content type.

REVIEW QUEUE

With a Boots Road websites, users can create content and save it to a Review Queue for an editor to review and approve, or update and save for later. Pages can be archived and restored at a later date.

DATE-TIMED POSTING

Create content (like news articles or upcoming events) and schedule it to be automatically posted at a later date. Once the date has passed, the content is automatically unpublished (not deleted) and archived for later use.

PASSWORD-PROTECTED AREA FOR DESIGNATED GROUP

A password protected area to which a designated group can upload documents, or store other additional content not viewable by general public.

RESPONSIVE WEB DESIGN

Boots Road websites are designed with Responsive Web Design, ensuring that the site automatically resizes to fit mobile devices.

E-NOTIFICATION

Visitors can sign up to receive email news and alerts either through the website or through a third-party vendor.

WEBFORMS

Boots Road websites can contain multiple webforms, whether for sending a comment, registering for events, or taking a survey. The user can easily download a report or have the info sent to a designated email address. Subject categories can also be synced to specific emails, so that, for instance, a question for a particular department will be sent to that department's inbox.

STAFF OR FACILITY DIRECTORY

Display organization information such as employee names, department heads, photos, phone numbers, building locations, email addresses, maps, etc., with as much detail as you need.

SHARE IT

Boots Road sites come with social sharing built in, so that any news article or event can be easily shared by your site visitors on the leading social media apps.

MEGA MENU

Full-width 'mega' menu that greatly helps users to navigate the site and quickly find the information they need.

HOMEPAGE EMERGENCY MESSAGE

Add an emergency banner to the homepage when needed, disappears when not in use.

SPELL CHECKER

Make sure your content is perfectly spelled before publishing.

MULTIPLE LANGUAGES

With Boots Road sites, you can choose to either use Internationalization, which gives you a detailed level of control over the translation of site pages, or we can integrate the Google Translate widget.

THIRD PARTY INTEGRATION

Boots Road has experience in integrating many of the well-known third-party components and databases into websites, such as the Koha catalog for libraries, the GIS mapping (ESRI) database for city planning departments, Granicus for City Minutes and Agendas, Open Table for restaurants, and various eCommerce vendors.

VIDEO AND PHOTO GALLERIES

In addition to custom designed photo and video galleries, all Boots Road webpages can accept multiple photos or videos in slider galleries.

ACCESSIBILITY

All BRG sites provide 508 accessibility functionality and features, following general government guidelines.

2) INCLUDING THE FOLLOWING SPECIFIC WEBPAGES WITH CURRENT CONTENT:

- County Website Homepage
- 28 Departmental Homepages
- 40 Informational web pages subordinate to departmental home pages
- 5 webpage templates that integrate with the CMS and allow a department to create a new departmental home page and subordinate pages based on templates

Your new site will start with a home page designed to accomplish two things very quickly: make a strong visual statement about your County, and guide visitors on a quick path to their destination.

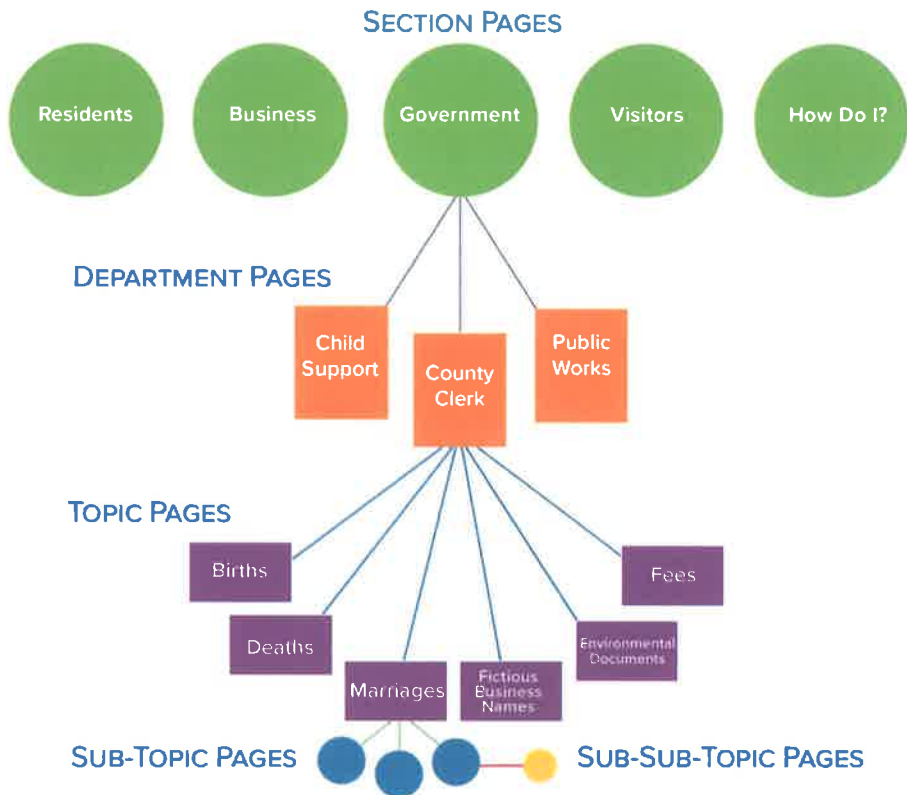
Because different people navigate different ways, we typically provide them with at least three modes: a “mega menu” that presents an overview of the whole site, prominent quick links to the most popular destinations inside the site, and free text search.

The home page can also contain featured content of various kinds, such as a news feed, upcoming events, “showcase” blocks, a video gallery, social media feeds, email signup, and temporary alerts.

Most visitors will find what they need on the home page, or a click or two beyond. But government sites also need to accommodate the addition of a great deal of content over time, keeping that content well-organized and easily findable without extraordinary effort by staff. To that end, we design an information architecture that will support that growth, something like the way a library can grow from a small collection to a large one with all its books still quickly accessible.

The information architecture of your site is likely to be based on sections, departments, and topics. The section page, with its larger photo slider and more open layout, indicates the top-level of a category of information, for example ‘Government.’ From a section page flow the department pages. At the next lower levels are the Topic pages and the Sub-Topic pages. Context-sensitive menus and search tools help keep it all in order.

Our sites are unrestricted in the number of pages and kinds of content they can contain, so creating 28 Departmental Homepages and 40 subordinate informational webpages, templated but with individual layouts would be well within your new site’s capabilities.



- Integrated CMS that authenticates to Active Directory, allows access to website pages and subpages based on AD group membership, and allows the creation of new webpages using webpage templates.

Our development team is well versed in Active Directory, and will be able to authenticate your site accordingly, allowing access to specific pages. All connectors will work securely under SSL. Among the most popular connector options are ones using SAML (Security Access Markup Language) and LDAP (Lightweight Directory Access Protocol), both of which are supported by Drupal.

- 5 webpage templates that integrate with the CMS and allow a department to create a new departmental homepage and subordinate pages based on templates.

Each section, department, topic, sub-topic, and sub-sub topic page type will have its own template, and the site will support additional templates as needed.

- Functioning, aggregated news feed.

Your site will be able to feature a feed news of stories, events, and if desired, other content types, based on their publication time, and/or based on an option to promote items individually. Furthermore, news feeds and promoted stories can appear in a variety of locations on the site. For example, suppose a department won an award for outstanding service to the community. The editor for that department would navigate to the department homepage, create the news article, and when finished, choose where they want the article to display. Homepage? Department page? Topic page? News page? All can be available. When an item is sent to a specific location, it shows up in that location's news feed. Items can contain text, images, video, links, and attached documents.



IN A WORLD FULL OF NOISE, WE STRUGGLED TO BREAK THROUGH ON A NON-PROFIT BUDGET. BOOTS ROAD CHANGED THE WAY WE THINK ABOUT MARKETING. INSTEAD OF DOING MORE, WE HAVE LEARNED TO WORK SMARTER. INSTEAD OF SELLING OUR PRODUCT TO AN AUDIENCE, WE HAVE LEARNED TO THINK ABOUT OUR AUDIENCE SEGMENTS AND THEIR NEEDS FIRST.

- COLLEEN FINEGAN BAILEY, EXECUTIVE DIRECTOR
MONTEREY JAZZ FESTIVAL

2) DOCUMENTATION, INCLUDING DIGITAL TRAINING MATERIALS, TO DESCRIBE:

- The structure and technical features of the website
- How to create, update, and delete webpages in the CMS
- How to change the background and inline photos
- How to create newsfeed and event items
- How to tag newsfeed and event items for inclusion in the County's newsfeed and list of events
- Any unique features of the website
- Training that covers the required documentation should be available for up to 30 people and must be completed at least 2 weeks prior to the official launch of the new website. the website training plan will be developed in collaboration with the County.

Training is included with each Boots Road site. We will work with you to time the sessions conveniently. We usually recommend an introductory two-hour session, which may be sufficient for many users, and a followup two-hour session to ensure that all users are comfortable with all aspects of website content creation and editing. Digital Training materials, including video, are included with your site.



SPENCER YOUR TEAM HAS MADE THE POSITIVE DIFFERENCE IN OUR COMMUNICATION STRATEGY AND ACTIONS. THANK YOU FOR YOUR LEADERSHIP AND GUIDANCE.

- RAY CORPUZ, CITY MANAGER
SALINAS CA

TECHNICAL REQUIREMENTS

Item

The website taxonomy must be developed in collaboration with Information Services and other County departments.	Yes.
The function and design of the page templates must be developed in collaboration with Information Services and other County Departments.	Yes.
The integrated CMS should authenticate to Active Directory using group membership, allow access to website pages and subpages based on AD group membership, and allow the creation of new webpages using webpage templates.	Yes.
The CMS should allow editing in a form closely resembling its appearance when displayed	Yes, our standard.
(WYSIWYG) and should allow changes to content and images, but should not allow changes to page format.	Yes, our standard.
The website should be integrated with a database and should be database driven.	Yes, our standard.
The website colors and general layout should be controlled by a "skin" that can be changed by creating and toggling a different skin in the CMS.	Yes.
The website will be associated with the InyoCounty.us domain, and must function regardless of the use of capital letters in the URL.	Yes.
Links to www.InyoCounty.us and InyoCounty.us must return the same website content.	Yes.
The website should be easily portable and easily migrated to a different hosting platform or service.	Yes.
The code must be readable, well documented, and extensible using currently available software development tools.	Yes.

FUNCTIONAL REQUIREMENTS

Item

The new website has a consistent look and feel across all web pages. **Yes, our standard.**

The new website is visually appealing based on pre- and post-project survey results. Survey questions will be developed in collaboration with the County.. **Yes.**

The new website includes an integrated CMS that allows departments to easily manage and update the content on their pages. **Yes, our standard.**

The new website CMS allows page owners to easily change the inline and background pictures on their pages. **Yes, our standard.**

Pages support cycling through a set of background images. **Yes.**

The new website is easier to navigate based on usability testing based on pre- and post-project survey results. Survey questions will be developed in collaboration with the County. **Yes.**

The new website can support automated news and event aggregation from other pages on the County website, online forms and interactive applications, workflow automation, and scheduled information posting and removal. **Yes, our standard.**

The new website is device responsive. **Yes, our standard.**

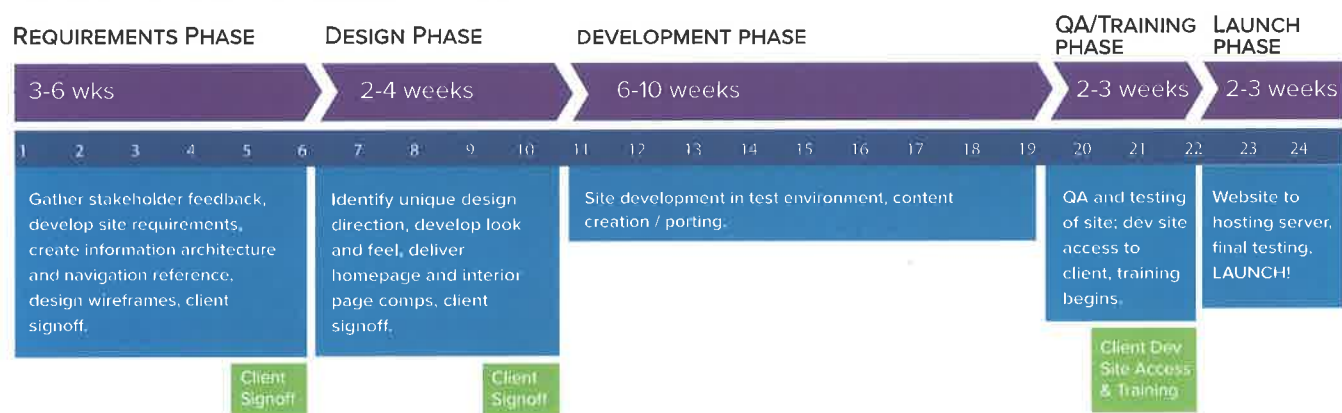
The new website complies with ADA Section 508. **Yes, our standard.**

The website should function the same regardless of the browser used, including current versions of Internet Explorer, Google Chrome and Firefox. **Yes, our standard.**

The new website will be fully owned by the County of Inyo and cannot be proprietary to the respondent, the respondent's subcontractors, or third party entities. The County or its contractors must be able to modify the product without needing to obtain permission or pay fees to another organization. **Yes.**

PROJECT PLAN WITH STAFF RESOURCE SCHEDULING AND TIMELINE

PROJECT PHASES AND TIMELINE EXAMPLE



1. Requirements Discovery

Our requirements discovery prioritizes needs, with features and user experience flowing from those needs. This user-centered approach avoids “featuritis,” the accumulation of features that may or may not be the best solutions to what particular users actually need, or that may not be as usable as they should be.

- We will work with you to identify the stakeholders the website will serve: the various kinds of external and internal site users, site editors, information providers, services providers, third party applications and services, et al.
- We will consult in depth with members of the stakeholder groups to learn their needs. We will meet in person with your key stakeholders, and can arrange webinar meetings with other groups. We will also suggest other forms of input, such as web/email surveys.
- We will audit the current website and study any existing data about its usage.
- We will work with you to identify content that needs to be migrated, for use as the basis for the design of the content migration process.
- We will study hosting data and requirements to use for planning your new webhosting services.
- We will consult with you about branding or any other marketing considerations. Since we provide the full range of marketing communications and design services, we will be able to integrate these considerations into the web development process.

2. Specification

Based on the requirements, we will write a specification document (the “spec”) for your review and approval. This describes exactly what we plan to build for you, so you can be sure we understand you, and can use it to track progress as we go.

3. Wireframes

We will provide you with wireframe versions of the proposed site. A wireframe shows the layout and features of the site while omitting colors, font choices, and other graphic design elements. The point is to encourage all of us to focus on functionality and usability without being distracted at this early stage by aesthetic considerations.

Meanwhile our back end developers will begin creating the development version of the site, so that as soon as possible, you'll be able to interact with the site in progress.

4. Design Comps

With input gathered from the previous phases, our design team will create fully detailed images, or "comps," of representative pages. Consulting closely with you, we will revise and refine the design through up to three versions within the proposed budget.

5. Alpha Site

At the alpha stage, the site is nearly feature-complete, with refinements and testing in progress. Here we ask you to review the site carefully to ensure that we're delivering everything you asked for.

6. Beta Site / Begin Training

The beta version of the site is complete, but still undergoing QA testing. At this stage we are likely to broaden the base of user testers. We can also begin training your site editors.

7. QA Testing

We continuously test and refine the site throughout the development process. During the formal QA phase, we check all content and features against the full requirements specification.

8. Launch: Version 1.0

We will work with your webmaster to update DNS records and cause the new site to appear at your url. The site will have been thoroughly tested before launch, but we will conduct post-launch testing under live conditions to ensure everything is still working as it should. Any changes needed can be tested and then quickly deployed to the live site.

9. Post-Launch Testing, Support, and Training

Following launch, we confirm that the site is meeting performance targets in the live environment.

We also provide training and technical support for your internal users. Included in the fee for your new site are multiple small group and one-on-one training sessions and optionally, unlimited technical support.

PROJECT MANAGEMENT AND METHODOLOGY, STAFF RESOURCE SCHEDULING

Boots Road Group employs seven core team members full-time, along with several sub-contractors. We will be able to allocate more than sufficient resources to the development of the Inyo County website.

Our approach to project management combines the discipline of Critical Path Method with the flexibility of Agile. To support it, we usually use Liquid Planner cloud-based project management software.

In Liquid Planner, we maintain a formal project plan including tasks, dependencies, resource allocation, Gantt charts, and the other familiar elements of traditional, critical-path based project management. This allows us to maintain a continuously updated view of how the project is going, and where we are in the schedule.

At the same time, we follow principles of continuous iteration, equipped to respond and adjust as needed if conditions change.

We report to and coordinate with you frequently, according to your preferences, and as noted earlier give you continuous access to the evolving site.



A TEAM WITH A MISSION THEY BELIEVE IN, AND THE TOOLS TO
MAKE IT A REALITY, IS A POWERFUL THING. THAT'S THE BOOTS
ROAD GROUP IN A NUTSHELL.

*JASON WARBURG
EXECUTIVE DIRECTOR OF COMMUNICATIONS
MIDDLEBURY INSTITUTE OF OF INTERNATIONAL STUDIES*

CORE PROJECT TEAM

**SPENCER CRITCHLEY, MANAGING PARTNER**

Boots Road Group founder Spencer Critchley is an award-winning producer, consultant, and writer with experience in broadcasting, film, digital media, public relations, and advertising.

Clients and projects have included both of Barack Obama's presidential campaigns; Congressman Sam Farr; the Emmy-winning PBS documentary Blink; with Beatnik Inc, web content for David Bowie, Moby, Britney Spears, Yahoo! and others; the Silicon Graphics-Time Warner-ATT interactive TV system; music for Warner-Chappell Music; and the multiple award-winning Choosing Success CDROM for CCC/Viacom, described by Wired magazine as "the most inspired piece of educational software ever created."

As a journalist, Spencer reported stories for the Canadian Broadcasting Corporation, National Public Radio, and others, winning awards for investigative reporting from the Public Radio News Directors and the Associated Press. For CBC Radio, he was a correspondent and guest host for the national entertainment and popular culture show Prime Time, the host of the syndicated Canada Rocks record review, and a contributor to The Entertainers and other programs. He currently blogs for the Huffington Post and O'Reilly Digital Media.

He has been a guest speaker for Stanford University, New York University, Art Center College of Design, the Public Radio News Directors Incorporated, the California Public Information Officers Association, Jupiter Media conferences, MacWorld, the American Constitution Society and others. He has been interviewed or quoted by the Canadian Broadcasting Corporation, MSNBC.com, Reader's Digest, Mix Magazine, and others.

**LYNNE WEATHERMAN, CREATIVE DIRECTOR AND PARTNER**

Lynne's many years of experience as a communications professional and creative director include collaborating with educational institutions, political clients, governments, corporations, non-profits, and artists. Lynne excels in connecting the client to their community in meaningful and sustainable ways. To build this connection, she designs innovative and beautiful branding that focuses on client goals and values.

Along with her graphic and web design skills, web development expertise, project management and training experience, Lynne is the author of nationally published software reviews, the editor of many software trade manuals, and a Certified Adobe Photoshop Expert.

**ELIZABETH CARRINGTON, PROJECT MANAGER**

Elizabeth has more than eighteen years of experience as an administrator in both the for-profit and non-profit business worlds. Having this dual perspective allows her to manage projects and an office with a focus on the core business while being tuned-in to the human factor of all aspects of an organization.

Elizabeth has a BA from the University of Colorado, Boulder in English Literature, an AA from Fashion Institute of Merchandising and Design, San Francisco, and most recently graduated from the LEAD program Center for Nonprofit Excellence.



ANDRES TORRES, SENIOR WEB DEVELOPER

Andres is a Software Engineer and Senior PHP Developer with wide experience in developing demanding software solutions and Drupal implementations as well as extensive experience leading people and project teams. He has extensive knowledge in various Web tools, Design Patterns, Agile Software Development Methodologies, as well as Linux environments configurations.



MARIA LOZA, FRONT END DEVELOPER

Maria is our front-end developer. She enjoys bringing an idea to life using websites. She has also participated in a few hackathons and her team has been placed in the top 3. She plays video games on her down time and loves sushi.



NICK FREY, WEB AND DIGITAL MEDIA PRODUCER

Nick is a web and new media specialist. A graduate of the University of California, with a degree in Film and Digital Media, he works to bring innovative and dynamic content to clients' sites.

Nick pairs professional video and photography skills with a love of Drupal and web coding.



AJ JOHNS, COMMUNICATIONS ASSOCIATE

AJ is a communications associate at Boots Road who specializes in digital marketing, including social media and content marketing. AJ graduated from Fordham University with a degree in anthropology.

AJ previously worked at the Institute for International Humanitarian Studies, focusing on web and social media strategy and management.



KRYSTLE HEMMINGS, COMMUNICATIONS ASSOCIATE

Krystle provides writing, design and event management services. She came to Boots Road from the Monterey-based Youth Arts Collective, where she was an administration and development associate, and Boys and Girls Club of Monterey County, where she handled events and special projects.

Krystle is a graduate of the University of California, Santa Cruz with a degree in psychology, and a veteran of Americorps, with whom she was assigned to Seaside, California. She volunteers with the Jamaica Awareness Association of California.

DEMONSTRATE QUALIFICATIONS AND EXPERIENCE

Include examples of three different website designs created for other customers that demonstrate an understanding of, and the ability to implement a database-driven website, customer-specific website design concepts, website usability concepts, responsive design concepts, and website accessibility concepts.

All of our sites include these features, and in Appendix A you'll find examples of many of them. Here, we will discuss projects for:

- 1) The City of Salinas, California (cityofsalinas.org)
- 2) The City of Gonzales, California (gonzalesway.org)
- 3) UC Berkeley School of Plant and Microbial Biology (plantandmicrobiology.berkeley.edu)

DATABASE-DRIVEN

Each of these sites runs on the Drupal CMS, which uses the MySQL database to store text content as part of the open source technology stack it's built on: MySQL, PHP, CSS, and Javascript.

As we described earlier, the fact that Drupal is open source is important for our clients: they will always have full control of and access to their site, down to the code level, meaning the technology will not lock them to one vendor, and they gain the benefits of the worldwide developer community that is constantly improving and extending the platform, as well as updating its security.

Among other advantages, well-built database-driven sites offer the opportunity to separate content from how it is presented, so that the appearance of the site can be changed easily and quickly through the use of templates, or as Drupal calls them, themes. By following sound theming practices, we design sites that can have an unlimited number of themes in addition to those we deliver, should you ever wish to change the appearance of your site without having to rebuild it.

CUSTOMER-SPECIFIC WEBSITE DESIGN

One potential downside to using templates as part of the design of a site is loss of the ability to customize for a customer's particular needs — if the template doesn't offer a functionality- or appearance-related option, you can't have it.

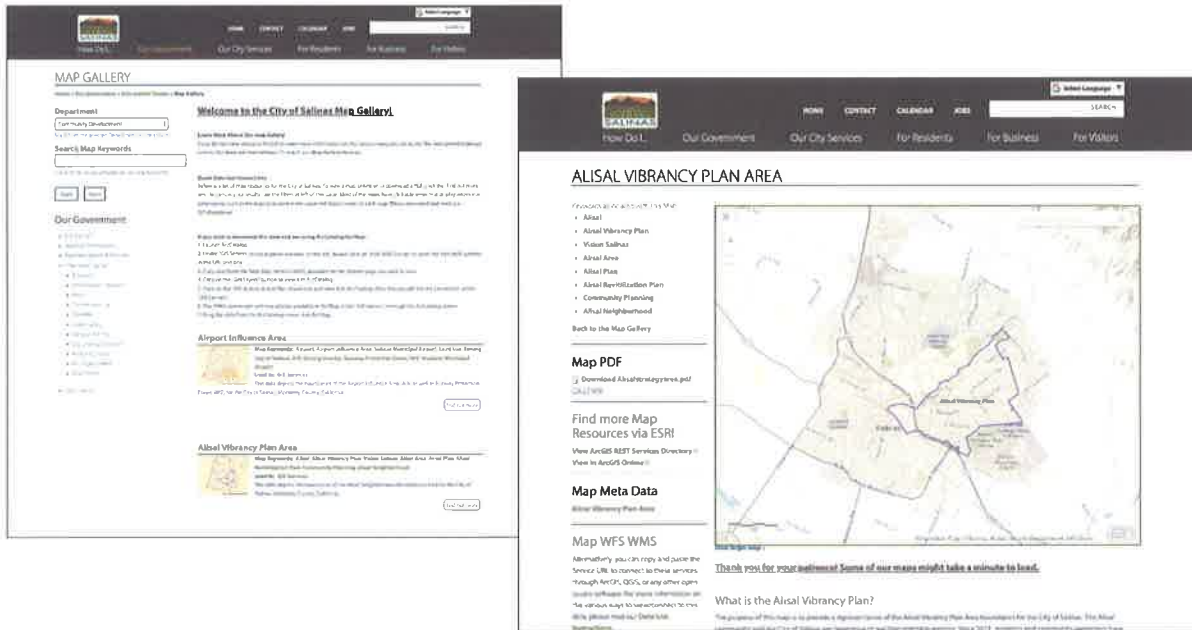
We don't believe customers should be limited this way. So while we're happy to design templates for your site, we don't ask you to fit your site into someone else's templates.

Following are some examples of customer-specific features we've developed.

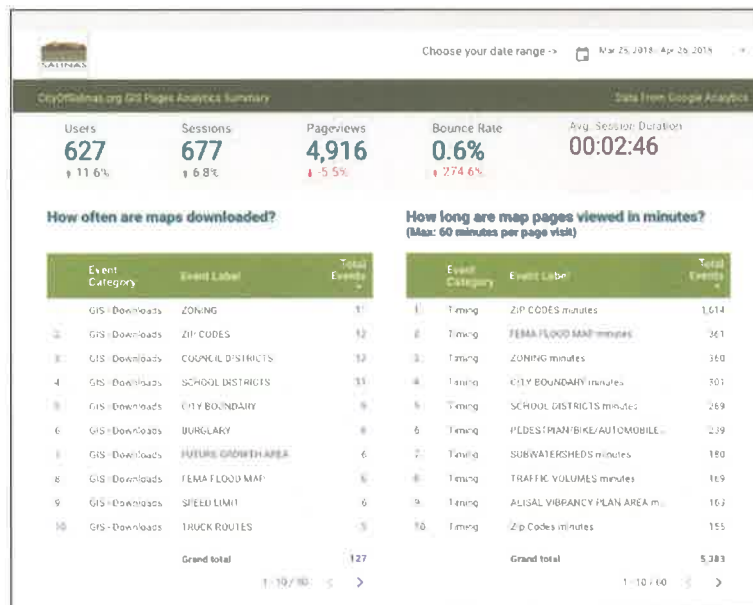
City Of Salinas: Map Gallery and Analytics

The City of Salinas, which is a *Bloomberg What Works City*, is committed to open data. As part of that, the City's Geographic Information Systems (GIS) unit wanted to be able to easily create site-based maps that would draw data from the City's ArcGIS software.

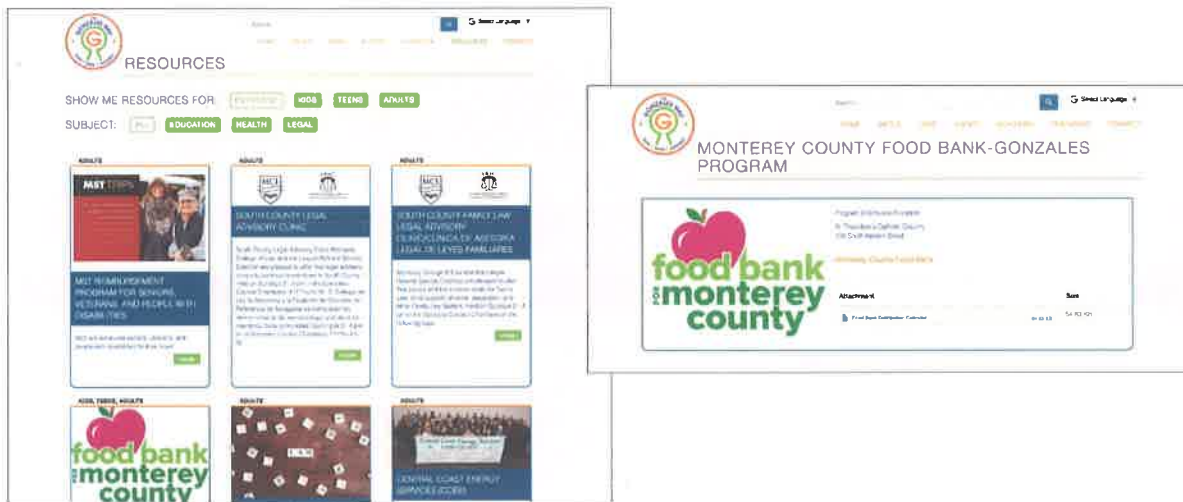
Using the ArcGIS REST data interface, we created a custom Map Gallery, which features a growing collection of maps of Walkability, Bike Paths, Zoning, Vacant Land, Parks, City Council Districts, and much more.



We also created a custom analytics dashboard, so GIS staff can see things like the popularity of each map, how long users spend looking at each map, and how often each map is downloaded.



City of Gonzales: Gonzales Way Resources

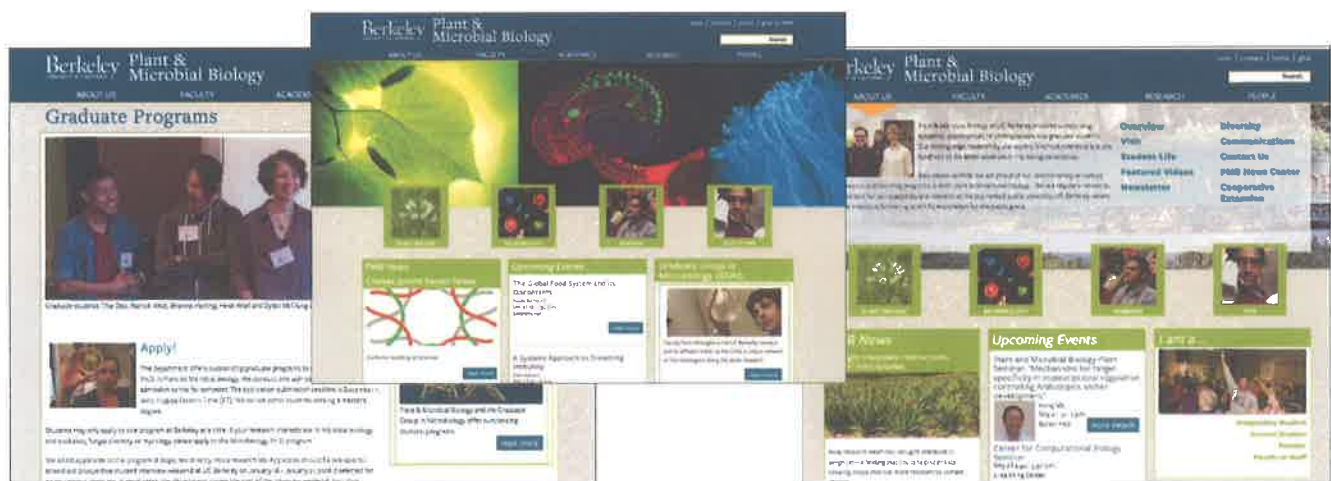


The Gonzales Way is an innovative program of the City of Gonzales that unites the whole community around raising happy, healthy, successful children. We built GonzalesWay.org to be the hub of that effort (we'll be building a new site for the City next).

One of the most valuable areas of the site is the Resources page, where different kinds of people, with different levels of education and experience, can easily find what they need. To keep things easy as the resources collection grows, we developed a very simple, attractive tool that's controlled with the colored buttons at the top of the page.

Visitors don't have to know they're using a two-dimensional filter; they can just click on one button in the top row — say, Teens — and if they like, one in the bottom row — say, Health. The page instantly reconfigures itself with health-related content relevant to teens.

UC Berkeley School of Plant and Microbial Biology



The School of Plant and Microbial Biology, or PMB for short, needed a new site that would be attractive to prospective students; useful to current students, faculty, and staff; and easy for their many internal site contributors to use.

One special requirement: the ability for PMB faculty to create and maintain their own “micro-sites” within the parent site, with minimal assistance from staff. We delivered a solution that enables even professors with no web design knowledge to easily spawn new sites that can be adapted to their own needs while harmonizing with the parent site and preserving its standards of quality.



WEBSITE USABILITY

We begin each website project with a Discovery phase, focused on the unique needs of the intended user populations, external and internal. That study informs the usability plan for the site — because web design isn't just graphic design for the web, it also requires knowledge of information architecture, user interface design, and user experience design.

We design web pages so that they don't just look good, but so that users' eyes will quickly be drawn to what they need to achieve their objectives, and we test to make sure our design judgments pan out.

In addition to designing for and checking on the usability of individual pages, we consider flows through the site, and the speed and responsiveness of the site overall, to ensure that user experiences will be good. By studying site analytics post-launch, we can optionally report on recommendations for further optimization.

Some examples of usability at work:

City of Salinas

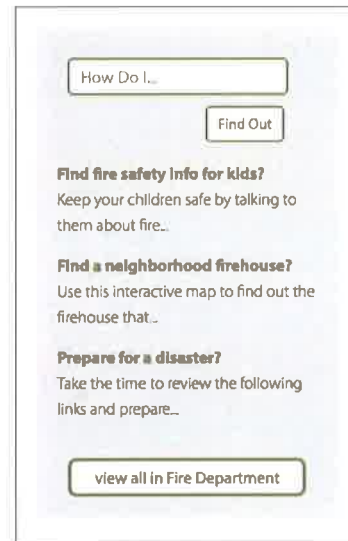
The population of Salinas is about 75 percent Hispanic, and many people are more comfortable in Spanish than English. So we built the site to be fully bilingual: content can be created originally in English or Spanish, then translated, and the two versions will remain linked. An alternate language button is added automatically for switching between English and Spanish versions of the item. Furthermore, the entire site, including menus, can be switched from English to Spanish and back. If a translated version of an item isn't found, the single-language version is presented.

For budget reasons, and because machine translation has improved, the City opted not to go with human translation of such a large and frequently changing site, although our bilingual content functionality is still there. Site translation is

currently handled by the Google Translate plugin, serving six languages in addition to English.

The Salinas site, like many of our sites, also supports multiple search styles. According to their preference, visitors can:

- Browse the menus
- Use quick links
- Browse featured content
- Do a free text search
- Enter a “How Do I?” question.



The Gonzales Way

Gonzales is a farming town, and many of its residents are farmworkers who immigrated from Mexico and Central America. Many are educated at the high school or below level and may have limited English skills, while other residents and business people are more educated and/or are comfortable with English. The Gonzales Way needs to serve all of them, as well as people of a wide range of ages, from pre-teen up.



For these reasons, we designed a site that relies heavily on images, keeps text content brief, and presents English and Spanish side by side. Given that the Gonzales Way focuses on children, we were also able to leverage stylistic choices that appeal both to children and to the adults who care about them.

UC Berkeley School of Plant and Microbial Biology

The PMB site, like our sites for Salinas, Gonzales, and many others, needs to be highly usable for more than one audience.

Rather than present visitors with content they may find irrelevant, we find ways to help them filter what they see based on who they are. Like the City of Salinas site, the PMB site uses “mega menus.” Hovering over a primary menu link reveals an informative overview of a significant portion of the site, with contextualized links.



Mega menus allow many visitors to move from the home page to their final destination page in one click. On the PMB site, there's an extra level of filtering to give them a head start: each of the primary menu items on the home page — About, Faculty, Academics, Research, and People — gets its own mega menu.

The PMB site also exemplifies another usability principle we rely on, the Pareto distribution of user choices: that is, the likelihood that a minority of options will be the most frequently-chosen. (A similar approach helps Apple achieve such strong customer loyalty.) This principle guided the choice of the primary menu items, of the quick link boxes below them, and of all the home page content. It guides choices across most of our sites — everything you need can be found quickly, and everything you probably need is right here.

Responsive Design

All our sites are built to be fully responsive. They don't just shrink to fit smaller screens; instead the site detects the device it's being viewed on and reconfigures itself for best usability.

Below are screen shots of the three sites we've been discussing, as seen on a smart phone.



Accessibility

We can meet or exceed accessibility standards, so as to assist people with visual impairments or other handicaps. Some ways of achieving this are straightforward, as for example when we take care to include informative "alt" tags for images. This means that a visually impaired user's screen reader software will read something like "Happy children in a park" instead of just "image:"

``

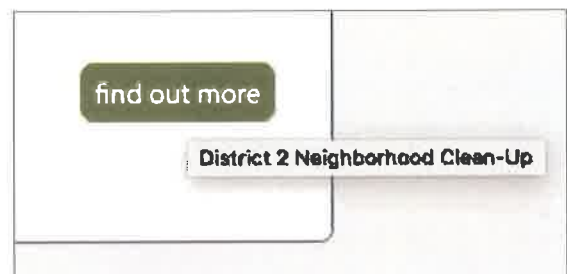
We also follow the more detailed requirements of standards such as Section 508 of the federal Rehabilitation Act. For example, we ensure that "find out more" links have informative HTML Title parameters, which can be read by screen readers, as in this one from CityOfSalinas.org (with the title revealed during a mouse hover):

A commonly overlooked accessibility requirement is the presence of the Lang (language) attribute in the <html> tag:

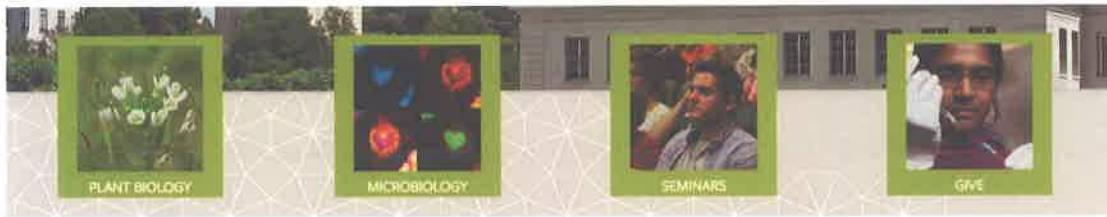
`<html lang="en"... >`

Each page needs to have an informative title:

`<title>About the Gonzales Way | The Gonzales Way</title>`



Not all standards apply to vision. For people with motor difficulties, it helps to make sure that linkable items are adequately large and spaced far enough apart, as here:



We stay informed about accessibility best practices, and incorporate them in the design and testing of each new site.

INCLUDE AN EXAMPLE OF CODE AND INLINE DOCUMENTATION FROM A WEBSITE CREATED FOR A CUSTOMER.

```

<?php

namespace Drupal\brg_cityofgonzales_base\Plugin\Block;

use Drupal\Core\Block\BlockBase;
use Drupal\Core\Plugin\ContainerFactoryPluginInterface;
use Symfony\Component\DependencyInjection\ContainerInterface;
use Drupal\Core\Cache\Cache;

/**
 * Node Tree Block
 * Drupal 8 port of the DHTML Menu module for Drupal 7
 *
 * @Block(
 *   id = "node_tree",
 *   admin_label = @Translation("Display a Node Tree")
 * )
 */
class NodeTreeBlock extends BlockBase {

  /**
   * Constructs a new DefaultBlock object.
   *
   * @param array $configuration
   *   A configuration array containing information about the plugin instance.
   * @param string $plugin_id
   *   The plugin_id for the plugin instance.
   * @param string $plugin_definition
   *   The plugin implementation definition.
   */
  public function __construct(
    array $configuration,
    $plugin_id,
    $plugin_definition
  ) {
    parent::__construct($configuration, $plugin_id, $plugin_definition);
  }

  /**
   * {@inheritdoc}
   */
  public static function create(ContainerInterface $container, array $configuration,
    $plugin_id, $plugin_definition) {
    return new static(
      $configuration,
      $plugin_id,
      $plugin_definition
    );
  }
}

```

```

);
}

/**
 * {@inheritdoc}
 */
public function build() {

    // Get current node id (current url node id).
    $node = \Drupal::routeMatch()->getParameter('node');
    $menu_name = 'main';
    $menu_tree = \Drupal::menuTree();
    $current_parent = $this->getParentMenuAttributes($node);
    $plugin_id = (isset($current_parent['plugin_id']) && !
empty($current_parent['plugin_id'])) ? $current_parent['plugin_id'] : "";
    $current_parent_page_title = (isset($current_parent['title']) && !
empty($current_parent['title'])) ? $current_parent['title'] : "";
    // Build the typical default set of menu tree parameters.
    $parameters = $menu_tree->getCurrentRouteMenuTreeParameters($menu_name);
    $parameters->setMinDepth(2);
    $parameters->onlyEnabledLinks();
    if (is_array($current_parent) && !empty($current_parent)) {
        $parameters->setRoot($plugin_id);
        $parameters->excludeRoot();
    } else {
        $menu_link_manager = \Drupal::service('plugin.manager.menu.link');
        $result = $menu_link_manager->loadLinksByRoute('entity.node.canonical',
array('node' => $node->id()));
        $curr = reset($result);
        $parameters->setRoot($curr->getPluginId());
        $parameters->excludeRoot();
        // Override above.
        $current_parent_page_title = $curr->getTitle();
    }
    // Load the tree based on this set of parameters.
    $tree = $menu_tree->load($menu_name, $parameters);
    // Transform the tree using the manipulators you want.
    $manipulators = array(
        ['callable' => 'menu.default_tree_manipulators:checkNodeAccess'],
        // Only show links that are accessible for the current user.
        ['callable' => 'menu.default_tree_manipulators:checkAccess'],
        // Use the default sorting of menu links.
        ['callable' => 'menu.default_tree_manipulators:generateIndexAndSort'],
    );
    $tree = $menu_tree->transform($tree, $manipulators);
    // Finally, build a renderable array from the transformed tree.
    $menu_tree_array = $this->simplifyLinks($tree);

```

```

$block_theme = [
  '#theme' => 'node-tree-block',
  '#cache' => ['max_age' => 0],
  '#item' => ['entity' => $node, 'tree' => $menu_tree_array, 'menu_title' =>
$current_parent_page_title],
];

return [
  '#type' => 'markup',
  '#markup' => \Drupal::service('renderer')->render($block_theme),
  '#attached' => [
    'library' => [
      'core/drupal',
      'core/drupal.ajax',
    ],
  ],
];
}

/**
 * Return plugin_id and title for the node being viewed.
 */
public function getParentMenuAttributes($node) {

  $menu_link_manager = \Drupal::service('plugin.manager.menu.link');
  $node_id = $node->id();
  if ($node_id) {
    $menu_link = $menu_link_manager->loadLinksByRoute('entity.node.canonical',
array('node' => $node_id));
  } else {
    $route_name = \Drupal::service('current_route_match')->getRouteName();
    $menu_link = $menu_link_manager->loadLinksByRoute($route_name);
  }
  if (is_array($menu_link) && count($menu_link)) {
    $menu_link = reset($menu_link);
    if ($menu_link->getParent()) {
      $parents = $menu_link_manager->getParentIds($menu_link->getParent());
      $reverse = array_reverse($parents);
      $parent = reset($reverse);
      $title = $menu_link_manager->createInstance($parent->getTitle());
      $plugin_id = $menu_link_manager->createInstance($parent->getPluginId());

      return ['title' => $title, 'plugin_id' => $plugin_id];
    }
  }
}

return "";

```



```

}

/**
 * Generate a valid readable array for Twig.
 */
private function simplifyLinks(array $links, $submenuKey = 'submenu') {
    $result = [];
    foreach ($links as $item) {
        $simplifiedLink = [
            'text' => $item->link->getTitle(),
            'url' => $item->link->getUriObject()->toString(),
            'active_trail' => FALSE,
            'active' => FALSE,
            'has_children' => FALSE,
        ];

        $current_path = \Drupal::request()->getRequestUri();
        if ($current_path == $simplifiedLink['url']) {
            $simplifiedLink['active'] = TRUE;
        }

        $plugin_id = $item->link->getPluginId();
        if (isset($this->activeMenuTree[$plugin_id]) && $this->activeMenuTree[$plugin_id]
== TRUE) {
            $simplifiedLink['active_trail'] = TRUE;
        }

        if ($item->hasChildren) {
            $simplifiedLink[$submenuKey] = $this->simplifyLinks($item->subtree);
            $simplifiedLink['has_children'] = TRUE;
        }
        $result[] = $simplifiedLink;
    }
    return $result;
}

/**
 * {@inheritdoc}
 */
public function getCacheTags() {
    // With this when your node change your block will rebuild.
    if($node = \Drupal::routeMatch()->getParameter('node')) {
        // If there is node add its cachetag.
        return Cache::mergeTags(parent::getCacheTags(), ['node:' . $node->id()]);
    } else {
        // Return default tags instead.
        return parent::getCacheTags();
    }
}

```

```
}  
}  
  
/**  
 * {@inheritdoc}  
 */  
public function getCacheContexts() {  
    // If you depends on \Drupal::routeMatch().  
    // You must set context of this block with 'route' context tag.  
    // Every new route this block will rebuild.  
    return Cache::mergeContexts(parent::getCacheContexts(), ['route']);  
}  
}
```

REFERENCES

Include at least three (3) recent references from past clients for similar types of work.

Susie Brusa

CEO, Rancho Cielo
710 Old Stage Road, Salinas, CA 93908
831-444-3503
susie@ranchocieloyc.org

Karyn Houston

Communications Manager
Energy Technologies Area
Lawrence Berkeley National Lab
1 Cyclotron Road
Berkeley, CA 94720
510-326-9181
KHouston@lbl.gov

Rene Mendez

City Manager, City of Gonzales
P.O. Box 647
Gonzales, CA 93926
831-675-2644
rmendez@ci.gonzales.ca.us

Ray Corpuz

City Manager, City of Salinas
200 Lincoln Avenue
Salinas CA 93901
831-758-7201
ray.corpus@ci.salinas.ca.us

STATE WHETHER YOU WILL BE ABLE TO ENTER INTO STANDARD COUNTY CONTRACT #113

There are no prohibitions on our entering into the Standard County Contract #113.

INSURANCE

We have met the insurance requirements of many different government and non-profit clients, and will be able to meet yours:

1. Professional Liability Insurance. We will maintain professional liability insurance throughout the term of the Agreement with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. We will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
2. Workers' Compensation Insurance. We will maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence for employer's liability.
3. General Liability Insurance. We will maintain general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of \$1,000,000.

IDENTIFY PROJECT COSTS

Itemize and summarize the different types of costs.

Phase		Amount
Requirements Phase	Discovery Charette	2880
Design	Information Architecture, User Experience, Graphic Design	5400
Theming and Responsive Design	Front-end Coding	9600
Site Deveopment	Back-end Coding	25920
Testing		4800
Project Management		4200
Training		Included
Total		52,800

Identify the major project milestones associated with the timing of payments.

Clients are requested to make a downpayment of 50% of the project cost at the time of contract signing, 25% at the alpha milestone, and the final 25% upon site launch.

We specialize in serving “people who are making the world a better place.” Most of our clients are non-profit organizations, government entities, academic institutions, or socially responsible corporations.

GOVERNMENT AND NONPROFIT

US Department of Labor
US Territory of American Samoa
Nebraska Department of Labor
City of Carmel
City of Gonzales
Four Cities For Peace
Monterey Regional Waste Management District
Big Sur Land Trust
City of Santa Cruz
City of Salinas
Salinas Public Library
Dorothy's Place
Salinas Police Department
County of Monterey, Department of
Public Health
County of Santa Cruz, Sheriffs' Office
Global Majority
Impact Monterey County / United Way
Hospice Giving Foundation
Rancho Cielo Youth Campus
Voices for Children / CASA Monterey County
(Court Appointed Special Advocates)
Community Alliance for Safety and Peace
(CASP)
Monterey Jazz Festival
Carmel Bach Festival
Art in the Adobes Festival
Arts Habitat Carmel
Partners for Transitions
Coming Home Project
Pancreatica / Cancer Patients Alliance
BirchBark Foundation
Sun Street Centers
GROK / Communicate for Life
The Pacific Grove Public Library
Pacific Grove Public Library Foundation
Friends of the Pacific Grove Library
The Emile Norman Charitable Trust
Dorothy's Place
Tiburcio Vasquez Health Center
Loaves, Fishes, and Computers
Monterey County Rape Crisis Center
California Rodeo Salinas

PRO BONO

Community Alliance for Safety and Peace (CASP)
A Time for Grieving and Healing
Millennium Charter High School
Imagination Coast
(sustainable development network)

POLITICAL

Obama For America 2008 & 2012
US Congressman Sam Farr
California Assembly Speaker John Perez
California Assembly Member Adam Gray
California Assembly Member
Anna Caballero
Carmel Mayor Jason Burnett
Carmel City Council Member
Victoria Beach
Carmel Measure D Campaign
Monterey County Supervisor Jane Parker
Monterey County Supervisor Dave Potter
Monterey Co Superior Court Judge Mark Hood
Salinas Mayor Dennis Donohue
Santa Clara County Supervisor Joe Simitian
Salinas Measure A School Funding Bond
Santa Cruz City Council Member
David Terrazas
Santa Cruz City Council Member
Ryan Coonerty
Santa Cruz County Supervisor
Zach Friend

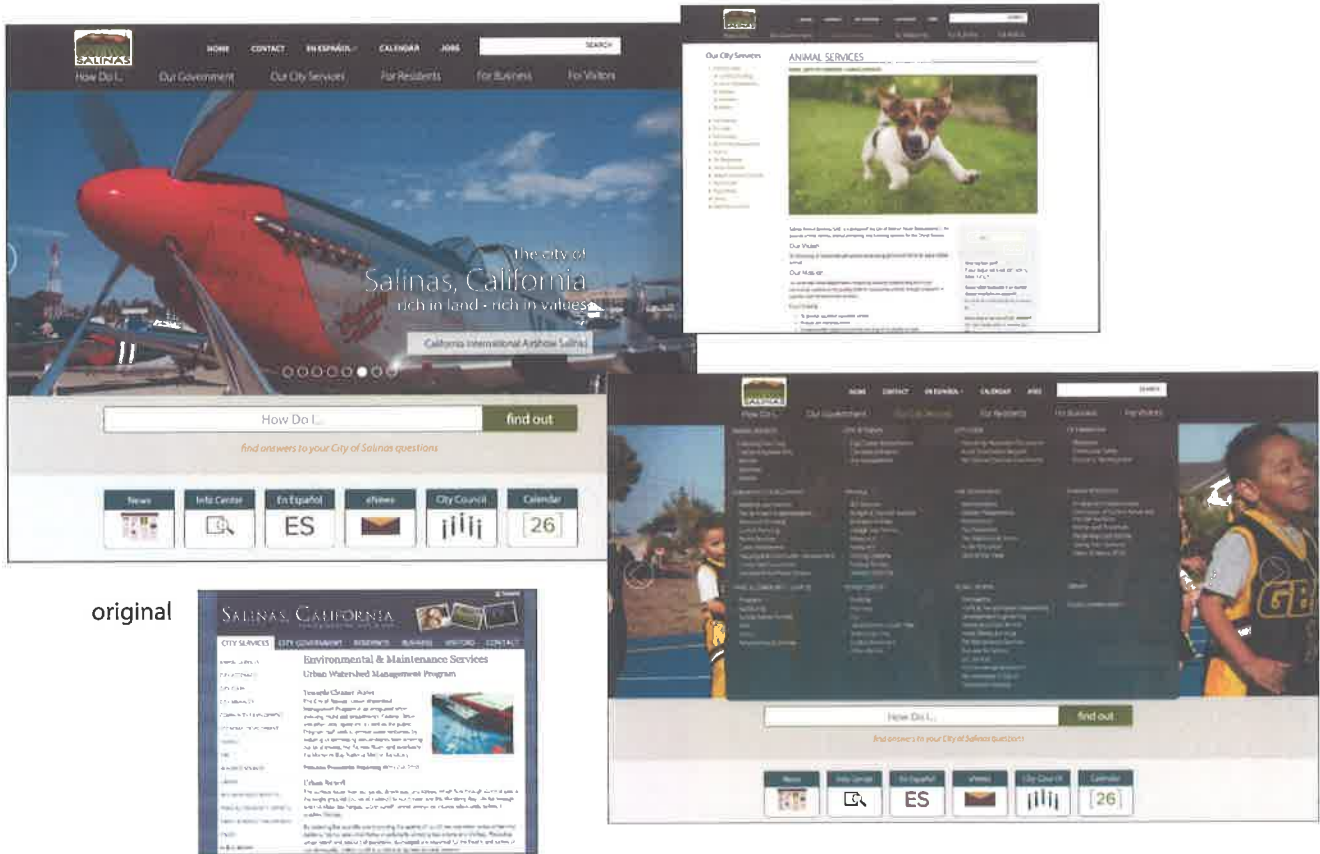
EDUCATIONAL

Middlebury Institute of International Studies
The University of California, Berkeley
Lawrence Berkeley Laboratory
The New Teacher Center
Monterey Bay Charter School

BUSINESS

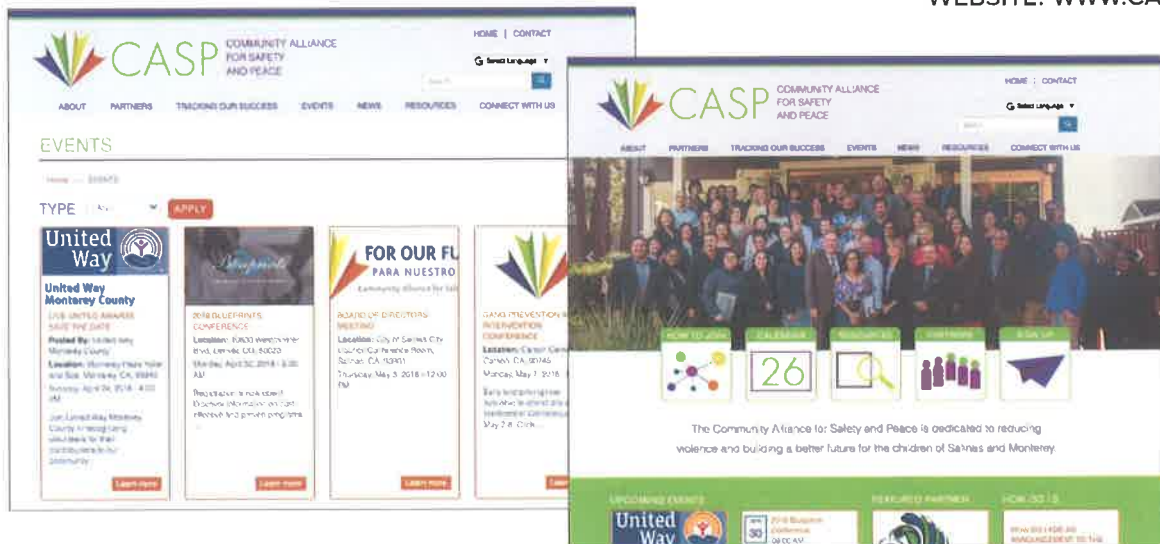
Social Policy Research Associates
Silicon Valley Group Partners
Passionfish Restaurant
(leader in sustainable cuisine)
Discovery Map International

CITY OF SALINAS: WEBSITE, PRINT COLLATERAL, SOCIAL MEDIA, E-BLASTS, VIDEO PRODUCTION, PUBLIC RELATIONS. WEBSITE: CITYOFSALINAS.COM

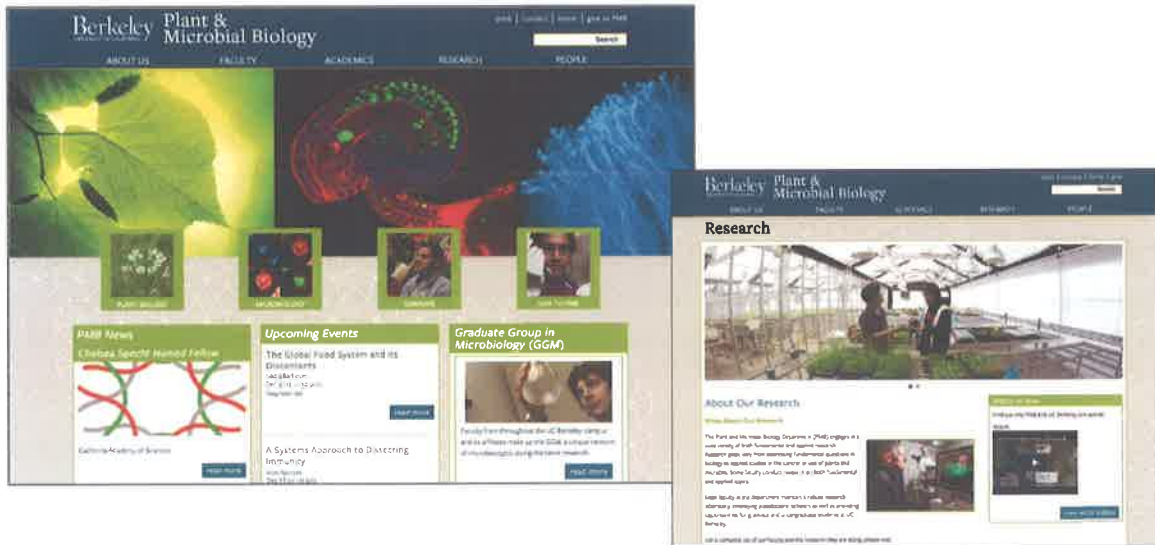


original

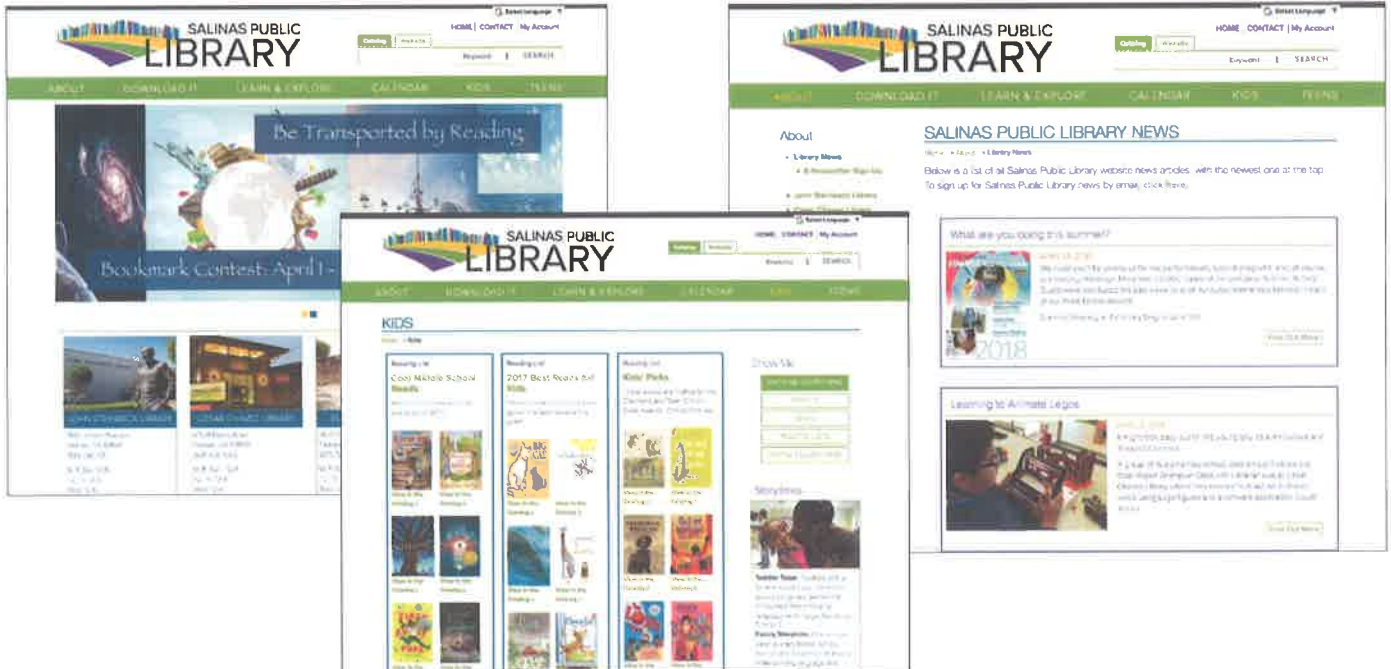
COMMUNITY ALLIANCE FOR SAFETY AND PEACE (CASP) WEBSITE: WWW.CASPMC.ORG



UNIVERSITY OF CALIFORNIA AT BERKELEY, PLANT AND MICROBIAL BIOLOGY:
WEBSITE: PLANTANDMICROBIOLOGY.BERKELEY.EDU



SALINAS PUBLIC LIBRARY
WEBSITE: WWW.SALINASPUBLICLIBRARY.ORG



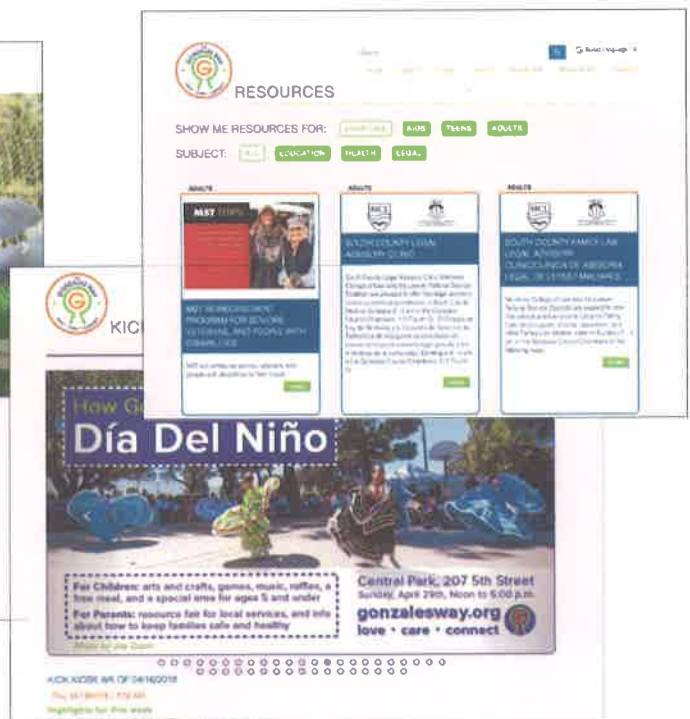
LAWRENCE LIVERMORE NATIONAL LAB, COOKSTOVES PROJECT: WEBSITE DESIGN
WEBSITE: COOKSTOVES.LBL.GOV



original



THE CITY OF GONZALES: THE GONZALES WAY, WEBSITE DESIGN
WEBSITE: THEGONZALESWAY.ORG



SALINAS POLICE DEPARTMENT REBRANDING CASE STUDY: WEBSITE, COLLATERAL, PUBLIC RELATIONS, VIDEO PRODUCTION, PHOTOGRAPHY, SOCIAL MEDIA. WEBSITE: SALINASPD.COM

The Salinas Police Department (SPD) had a website typical of many police departments: heavy on textual information about the institution and its structure, photos of police officers looking imposing, and little that made it clear how the site or the department could be of service.

The SPD wanted a new site that would make sure the public felt welcome and that expressed the department's deep commitment to community-oriented policing.

Salinas Police Department website before rebranding

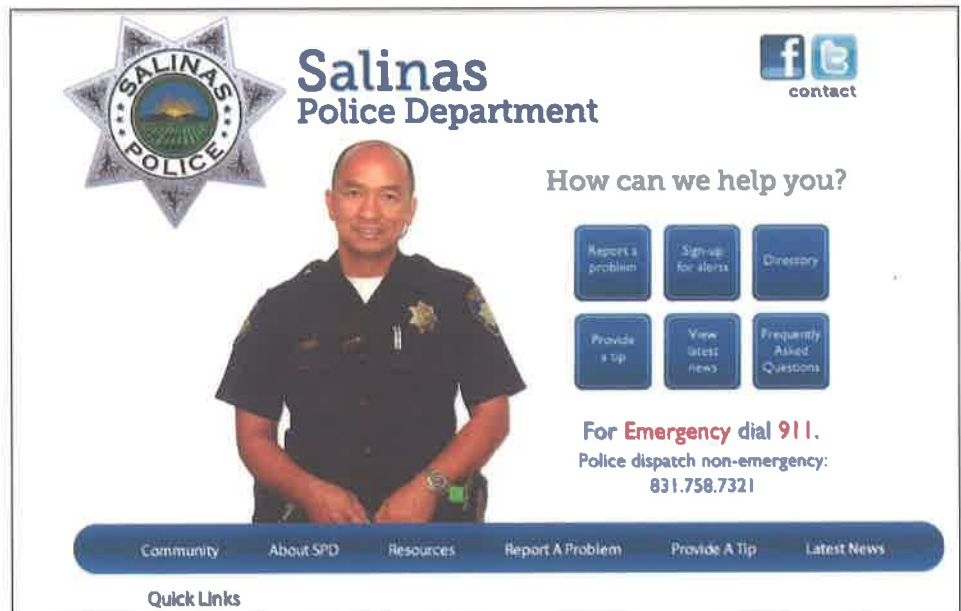


Our design explorations with the SPD led us to reverse the traditional relationship of police to public, a one-way vector of authority. We came up with a core concept that was not giving orders but instead asked a question: **“How can we help you?”** and displayed rotating photos of actual Salinas Police Offices on the home page. Among new features are dynamic testimonials from members of the public touched by the SPD's work, an embedded third-party crime tip submission tool (designed to protect anonymity), and the ability to create each page and site feature in an additional language (in this case Spanish).

The design also supports an internal intranet-style sub-site, for use by officers and staff to share training materials, conduct forum discussions, and more.



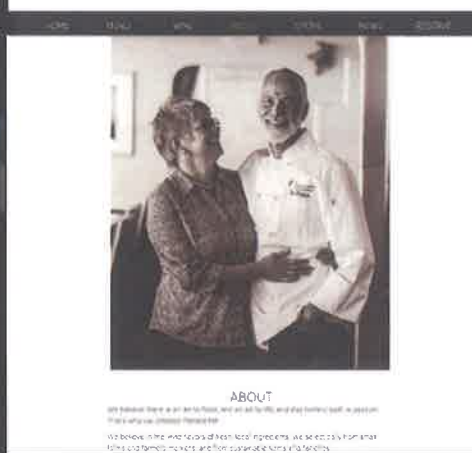
Salinas Police Department website after rebranding



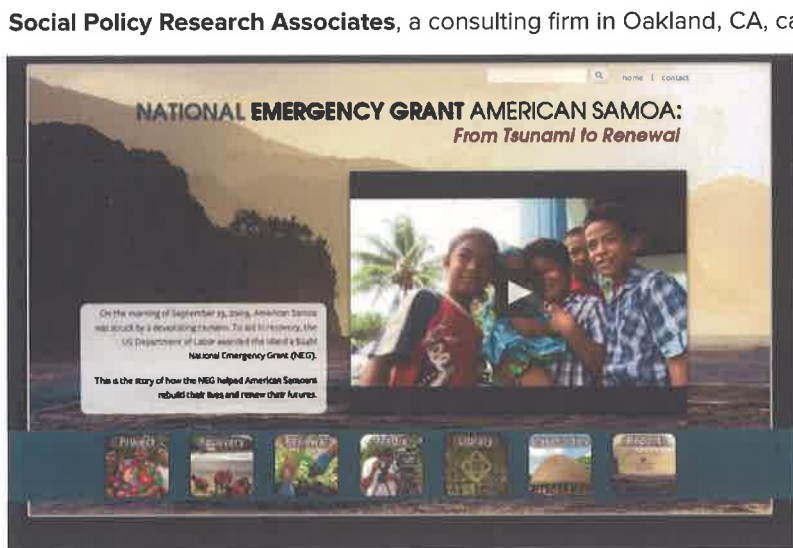
RANCHO CIELO YOUTH CAMPUS REBRANDING: WEBSITE, LOGO UPDATE, COLLATERAL, PHOTOGRAPHY, SOCIAL MEDIA, PUBLIC RELATIONS, VIDEO PRODUCTION. WEBSITE: RANCHOCIELOYC.ORG



PASSIONFISH RESTAURANT (SUSTAINABILITY AND ENVIRONMENT): WEBSITE, SOCIAL MEDIA, COLLATERAL, ADVERTISING.
WEBSITE: PASSIONFISH.NET



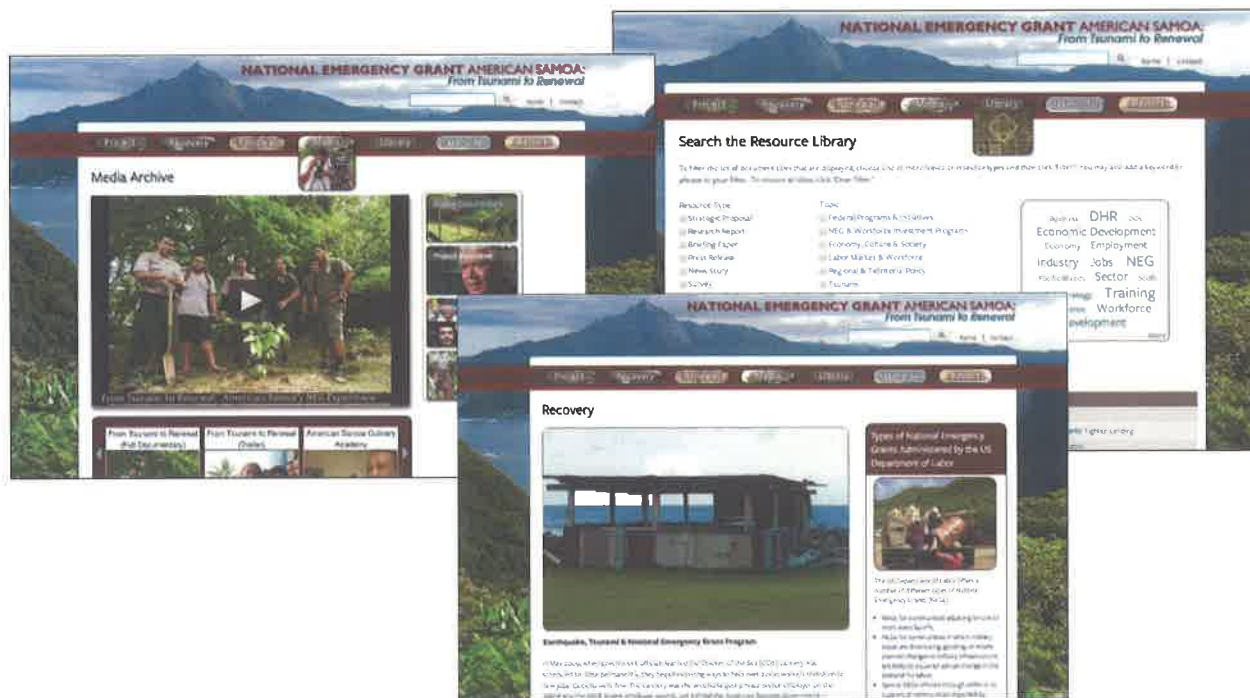
US DEPARTMENT OF LABOR/SOCIAL POLICY RESEARCH ASSOCIATES CASE STUDY:
WEBSITE: AMERICANSAMOARENEWAL.ORG



Social Policy Research Associates, a consulting firm in Oakland, CA, came to us with a challenge: help them digitally document the renewal efforts of the people of American Samoa after a catastrophic tsunami. SPR had dozens of video interviews, tons of paper documentation, and gigabytes of data, but they needed to tell the story in a way that was immediately accessible to both the Department of Labor (the entity assigning the National Emergency Grant) and the public at large. We designed a website that retold the tsunami story and a database that allowed visitors (on the frontend) to easily find information and clients (on the backend) to easily update and edit both the site and the archives.

Boots Road Group defined a narrative arc for the American Samoa project and then developed databases to hold the different types of documentation, from personal memoirs to videos, from newspaper articles to governmental citations.

The result is a website (americansamoarenewal.org) that tells the story of the American Samoa Renewal project using all types of media in a completely searchable digital library.





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 31
--

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

FROM: County Administrator – Personnel

FOR THE BOARD MEETING: June 12, 2018

SUBJECT: Deputy Information Services Director Contract

DEPARTMENTAL RECOMMENDATION:

Request Board approve the personal services contract with Jamie Westervelt as the Deputy Information Services Director, at \$6,729 per month effective June 14, 2018, contingent upon obtaining all appropriate signatures and authorize the County Administrator to sign.

SUMMARY DISCUSSION:

The Deputy Information Services Director position was created as part of the FY 2015-2016 Budget Process but not funded until FY 2016-2017. On September 13, 2016, the Information Services Director gave a presentation to your Board and recommended hiring a Deputy Information Services Director to partner with the IS Director in leading the team and managing the many complex, technical projects and programs.

Jamie Westervelt earned a Bachelor Degree in Computer Science from DeVry University and started her career with a Search Engine Optimization (SEO) startup in Simi Valley in 2001. She has been in the SEO field since then, and has held positions of Director of Search Operations, Senior SEO Analyst, and Senior SEO Manager. During her SEO career, she oversaw more than 250 client projects including Fortune 500 companies, developed position manuals, training courses and technical tools, and was responsible for hiring and managing nearly 40 individuals. Though raised in Big Pine, she currently lives in the Bishop suburbs with her husband and two children.




The position of Deputy Information Services Director is excluded from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System, Competitive Service), making this an "at-will" position. Section 2.80.055 also excludes elected officials, the County Administrator, department heads appointed by your Board, the Chief Probation Officer, members of appointive boards, commissions and committees, and temporary personnel from the County Personnel Merit System or competitive service. The contract proposed for the Deputy Information Services Director is essentially the same contract that your Board executes with its appointed department heads. The contract serves to better define the position's "at-will" status by specifying that the contract may be terminated by the County Administrator (as the appointing authority for the position) "without cause, and at will, for any reason" by providing 90 days' written notice of such intent to terminate. The contract also serves to clarify that the position is a contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations of the County of Inyo. As soon as she joins the department, Jamie will begin, among other things, to develop the framework and policies for the County's Information Security Program, take a leadership role in the Website Redesign Project, and develop strategies for enhancing professional development within the department.

ALTERNATIVES: Your Board could choose to not approve the contract; however, this is not recommended because the Deputy Information Services Director is of critical importance to ensure that the County can function using the technology that it has come to rely on to conduct business and serve the public, and because this position is key for operational continuity and succession planning.

OTHER AGENCY INVOLVEMENT: ***County Counsel, Information Services, Auditor-Controller.

FINANCING: Funding for this position is included in the Fiscal Year 2017-2018 Budget, and is also requested in the Fiscal Year 2018-2019 Budget.

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>6/6/18</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>6/6/2018</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>J</u> Date <u>6/6/18</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Kevin Caruncho Date: 6/6/18
(Not to be signed until all approvals are received.)
(The Original plus 14 copies of this document are required)



**AGREEMENT BETWEEN COUNTY OF INYO
AND
JAMIE WESTERVELT
FOR THE PROVISION OF PERSONAL SERVICES
AS INFORMATION SERVICES DIRECTOR**

INTRODUCTION

WHEREAS Jamie Westervelt (hereinafter referred to as "Deputy IS Director" has been duly appointed as Deputy IS Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Deputy IS Director 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 Deputy IS Director under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Information Services Director will report directly to and shall work under the direction of the Director of Information Services . As the Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Director of Information Services.

3. TERM.

The term of this Agreement shall be from June 14, 2018 , until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy IS Director 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 Deputy IS Director.

B. Travel and Per Diem. County shall reimburse Deputy IS Director for the travel expenses and per diem which Deputy IS Director incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy IS Director for travel or per diem expenses which are either in excess of the amounts that may be paid under

the rates set forth in Attachment C, or which are incurred by the Deputy IS Director without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy IS Director 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.

D. Manner of Payment. Deputy IS Director will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy IS Director by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy IS Director to provide the services and work described in Attachment A must be procured by Deputy IS Director and be valid at the time Deputy IS Director enters into this Agreement. Further, during the term of this Agreement, Deputy IS Director 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, and professional licenses or certificates. Required licenses, certificates, and permits will be procured and maintained in force by Deputy IS Director at no expense to the County. Deputy IS Director will provide County, at County's request, 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 Deputy IS Director and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy IS Director with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy IS Director to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy IS Director by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy IS Director will use reasonable care to protect, safeguard and maintain such items while they are in Deputy IS Director's possession.

B. Products of Deputy IS Director'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 or product of, Deputy IS Director'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, Deputy IS Director will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy IS Director's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy IS Director Ninety (90) days written notice of such intent to terminate.

Deputy IS Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy IS Director. County has relied upon the skills, knowledge, experience, and training of Deputy IS Director as an inducement to enter into this Agreement. Deputy IS Director shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Deputy IS Director agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy IS Director only as allowed by law.

**AGREEMENT BETWEEN COUNTY OF INYO
AND
JAMIE WESTERVELT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR, INFORMATION SERVICES**

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

COUNTY OF INYO

DEPUTY IS DIRECTOR

By: _____

By: Jamie Westervelt
Print or Type Name

Dated: _____

Jamie Westervelt
Signature

Dated: 6/4/2018

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

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND
JAMIE WESTERVELT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR, INFORMATION SERVICES

TERM:

FROM: June 14, 2018 TO: TERMINATION

SCOPE OF WORK:

Deputy IS Director shall perform the duties and responsibilities as identified in the job description for Deputy IS Director attached hereto.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND
JAMIE WESTERVELT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR, INFORMATION SERVICES**

TERM:

FROM: June 14, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. Deputy IS Director shall be paid at an annual salary range beginning at \$80,748.00 (\$6,729.00 per month). The Deputy IS Director shall be paid every two weeks on County paydays (26 pay periods per year).
2. The County Administrator will review Deputy IS Director's performance annually. As a result of such review, the County Administrator may in the County Administrator's discretion authorize an increase or decrease in Deputy IS Director's. Annual increases in salary are limited to five (5) annual increases of not more than 5% per year. This mirrors the same 5% merit step increase process for Steps A-E identified for employees covered by the County Personnel Rules. After receiving five (5) annual increases, any additional increases in compensation must be approved by the Board of Supervisors through an amendment to this agreement.
3. Except as otherwise provided in this contract, Deputy IS Director shall be compensated and receive benefits according to Inyo County Resolution Number 2010-56 or a successor resolution applicable to Management Employees.
4. County will provide a \$250.00 per month vehicle allowance.
5. Deputy IS Director is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND
JAMIE WESTERVELT
FOR THE PROVISION OF PERSONAL SERVICES
AS INFORMATION SERVICES DIRECTOR**

TERM:

FROM: June 14, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence or Bishop, California.

\\\\ NOTHING FOLLOWS



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 32

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

FROM: Kevin Carunchio, Clerk of the Board, County Administrator

BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the special Board of Supervisors meeting of May 30, 2018.

SUMMARY DISCUSSION: The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 06-06-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

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

FROM: Inyo County Planning Department and Planning Commission

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Zone Text Amendment (ZTA) 2018-01/Inyo County – Mini-storage as a conditional use in the Central Business District.

DEPARTMENTAL RECOMMENDATION:

Recommend the Board:

1. Conduct a public hearing on AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING SECTION 18.06.381 AND SUBSECTION 18.44.030.K TO THE INYO COUNTY CODE REGARDING MINI-STORAGE FACILITIES IN THE CENTRAL BUSINESS ZONE to allow for Mini-storage facilities as a Conditional Use in the Central Business District; and Certify that the provisions of the California Environmental Quality Act have been met.
2. Introduce and waive reading of the above referenced Ordinance approving ZTA 2018-01/Inyo County – Mini-storage as a conditional use in the Central Business District and adopt said ordinance.

SUMMARY DISCUSSION:

In December 2017, Mr. Kent Schlick requested a Director's Determination on whether he could develop a property located in Big Pine along Main Street, in the Central Business Zoning District with a mini-storage facility. The Planning Director provided a determination that this use was incompatible with the Central Business Zone. Mr. Schlick appealed the decision to the Planning Commission, per Inyo County Code (ICC) Section 18.81.030. The Planning Commission denied the appeal upholding the Director Determination. Mr. Schlick then appealed the Planning Commission decision to the Board of Supervisors.

On April 10, 2018 the Board of Supervisors held a public hearing and considered the denial of Mr. Schlick's appeal to the Planning Commission. After public comment and deliberation, the Board denied the appeal and directed staff to add mini-storage facilities as a conditional use in the Central Business Zone. Since this proposal to allow mini-storage facilities in the Central Business Zone will not be an outright permitted use, and requires a discretionary action by the Planning Commission, (approval of a conditional use permit), future projects can be conditioned to meet the intended characteristics of the Central Business Zone, as well as, alleviate the potential impacts of them on the surrounding areas that they may be placed.

General Plan Consistency

The General Plan's Land Use Policy No. LU-3.9 Central Business District Standards sets forth requirements for both use and design as follows:

- a. Commercial facilities and uses should be compatible in use, character and size to the trade area they are intended to serve.
- b. The commercial uses should be concentrated rather than scattered along the roadside.
- c. Adequate off street parking, close enough to encourage pedestrian traffic, should be present. When the amount of on-site parking is not sufficient, means should be found to secure additional convenient off-street parking space.
- d. High priority shall be given to maintaining traffic safety and a safe circulation pattern.
- e. Adequate water supplies and sewage treatment facilities shall be required. Certain commercial developments may need to provide on-site secondary level treatment of the generated sewage or connect to an existing sewage treatment plant depending on the amount of sewage generated and the density of development.

Since mini-storage facilities are proposed to only be allowed by ICC 18.44 Central Business as a conditional use, the standards per LU-3.9 can be applied as conditions of approval and with these conditions the mini-storage use will be consistent with the General Plan.

Zoning Ordinance Consistency

Zone Text Amendment 2018-01 is consistent with the ICC as allowing for mini-storage facilities as a conditional use will require discretionary approvals by the Inyo County Planning Commission that results in the ability to condition future projects in a way that will cause them to be consistent with the requirements of the Central Business zone.

Development Standards

Staff proposes no changes to the existing development standards in the Central Business Zone. These standards are appropriate for new commercial development and the ability to condition mini-storage facilities during the conditional use permit process will cause any future development of them to be consistent with the intended design of the Central Business Zone.

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 allow for mini-storage facilities as a conditional use in the Central Business zone and includes no development proposal. Projects subsequent to this ordinance will require discretionary approval and therefore will be required to include a CEQA evaluation at the time of development.

PLANNING COMMISSION RESOLUTION:

The Planning Commission reviewed the proposal at its regular May 23, 2018 meeting, and unanimously adopted a Resolution recommending that the Board of Supervisors approval. No substantive issues were raised.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Incremental costs will be incurred to implement the ordinance, which are expected to be minimal and can be absorbed by existing resources.

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: 6/1/18

Attachments:

- Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING SECTION 18.06.381 AND SUBSECTION 18.44.030.K TO THE INYO COUNTY CODE REGARDING MINI-STORAGE FACILITIES IN THE CENTRAL BUSINESS ZONE

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. Section 18.06.381 is added to the Inyo County Code to read as follows:

“18.06.381 “Mini-storage facility” or self-storage, means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who shall have access to such facility for the purpose of storing and removing personal property. Outdoor storage is not included as a mini-storage use.”

SECTION TWO. Section 18.44.030 Central Business – Conditional Uses, is amended to add subsection K as follows:

“K. Mini-storage facilities.”

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 12th day of June, 2018 by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson

ATTEST: Kevin Carunchio
Clerk to the Board

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

34

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 1 p.m. Closed Session Informational

FROM: County Administrator / Public Works Director / County Counsel

FOR THE BOARD MEETING OF: June 12, 2018

SUBJECT: Update regarding Consolidated County Office Building in Bishop, California

DEPARTMENTAL RECOMMENDATION:

Request your Board receive update regarding the Consolidated County Office Building Project proposed to be built in Bishop, and provide direction to staff.

SUMMARY DISCUSSION:

Today's presentation will publicly update your Board of Supervisors and the community regarding the status of the Consolidated County Office Building Project, focusing on current project costs and a corresponding updated analysis of potential savings for the County and its taxpayers. This information is embodied in the attached draft presentation (Attachment A) that will be made today by the County's economic consultant, Allan D. Kotin, Principal with Allan D. Kotin & Associates.

Today's presentation is intended to provide updated information for your Board and the public, provide an opportunity to receive additional public input following the project hiatus, and, for your Board to provide general direction to staff regarding next steps. **No decision to approve the project is being requested.** Project approval will be sought when your Board considers a Build-To-Suit Lease Agreement for the Consolidated Office Building Project. If the lease is approved, your Board's decision will become binding and the project will be approved. However, the lease cannot be brought before your Board for consideration until final project design is substantially completed and incorporated into the lease document. This is expected to occur later this summer.

The last public meetings regarding the project were held in 2013, highlighted by a presentation to the Board of Supervisors on July 16, 2013, and the same presentation being made at community meetings held on July 22nd in Independence; July 31st in Lone Pine; August 1 in Big Pine; and, August 3rd in Bishop. A copy of that presentation, which provides significant historical background, is included as Attachment B.

Following these meetings and additional space planning work between County staff and the developer's architects, on November 12, 2013, the Board of Supervisors approved:

- (a) Non-binding Concept Plans for an Inyo County Consolidated Office Building Project in Bishop, California;
- (b) An updated non-binding Term Sheet for a Build-To-Suit Lease Agreement between Inyo County and Inyo County Development LLC; and,
- (c) Authorizing staff to proceed to work with Inyo County Development LLC to develop a Build-To-Suit Lease Option Agreement for the Consolidated Office Building Project to be considered by the Board at a future date.

A copy of the Board's November 12, 2013 Agenda Request Form pertaining to these actions is included here for more detailed background information as Attachment C.

Following the Board's November 12, 2013 approval of these documents and authorization to staff, the County and the Developer began drafting option, lease and land transaction documents. These negotiations became protracted and resulted in project costs going up, ultimately stalling the development of the option, lease and land transaction documents and threatening the viability of the project.

Lease negotiations resumed almost two years ago and have resulted in a more favorable lease agreement and pricing for the County. However, since 2013, both construction and financing costs increased significantly as described in today's presentation (Attachment A). Over the past year, the developer has updated the construction costs for the project and sought new financing (at higher rates) for the project, the two factors which will determine how much the Consolidated Office Building will ultimately cost the County and how much the project will ultimately save the County in lease and operating costs. As this information has become available, the County's real estate economist has been engaged to review and verify the cost and financing information, and update his prior cost-savings analysis based on current County lease-costs in comparison to the revised project costs. The results of his analyses, and an "apples-to-apples" comparison to his previous analyses prepared in 2013, are the subject of today's presentation.

ALTERNATIVES:

Today's presentation is being provided for information purposes only.

OTHER AGENCY INVOLVEMENT:

Primary assistance in this process has been, and will be, provided by the County's real estate consultant, Allan D. Kotin & Associates, working with the Inyo County Public Works Department, the Inyo County Office of the County Counsel, Joseph Enterprises, and Inyo County Development LLC, for whom the managing member and primary County contact is Wayne Lamb, as well as previously from Ware Malcomb design and architectural partners and KPRS general contracting and construction partners.

FINANCING:

A cost analysis for the revised project is included as part of today's presentation. If the project is approved later this summer, the lump-sum payments described today will be funded from a combination of one-time discretionary and categorical funds relative to the departments occupying the building.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/7/18</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 _____
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: [Signature] Date: 6-7-18
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 6/7/18
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 6/7/18
(Not to be signed until all approvals are received)

ATTACHMENT A



**INYO COUNTY CONSOLIDATED OFFICE BUILDING
SUMMARY OF TRANSACTION
and
ANALYSIS OF POTENTIAL SAVINGS**

**For Presentation to
INYO COUNTY BOARD OF SUPERVISORS
June 2018**

**by
Allan D. Kotin, Principal
ALLAN D. KOTIN & ASSOCIATES, County Economic Consultant**

Table of Contents



PRESENTATION IS TWO PARTS---

- ***PROPOSED CONSOLIDATED OFFICE BUILDING***
- ***ANALYSIS OF POTENTIAL SAVINGS TO COUNTY***

PART ONE – PROPOSED CONSOLIDATED OFFICE BUILDING

- 1. What has Changed Since this Transaction was Last Presented***
- 2. Cost Changes for Inyo County Build-to-Suit***

PART TWO – THE POTENTIAL SAVINGS TO INYO COUNTY

- 1. Rent Savings***
- 2. Occupancy Cost Comparison of Status Quo to Consolidated Office with \$2M Up-front Total Payment***
- 3. Occupancy Cost Comparison of Status Quo to Consolidated Office with \$7.8M Up-front Total Payment***

WHAT HAS CHANGED SINCE THIS TRANSACTION WAS LAST PRESENTED (1 of 2)



- *Cost in November 2013* was \$11.35 million; **current** estimate, completed in May 2018, is \$13.75 million.
- **New costs include** full installation of tenant improvements by the developer as opposed to an allowance in the earlier version which lowers the risk to the County.
- There is some additional re-classification and elimination of certain costs: an “apples to apples” comparison shows current costs just over \$14.0 million, an increase of \$2.66 million. This represents **23.4% overall increase or annual rate of 5% over the 4-1/2 years.**
- This increase is above the ENR index of change over the 2013-2017 period; **ADK&A considers the current cost is reasonable** in light of recent changes created by lumber tariffs, the generally high rate of construction activity, and the huge increase in demand for constructions services created by recent major natural disasters.

WHAT HAS CHANGED SINCE THIS TRANSACTION WAS LAST PRESENTED (2 of 2)

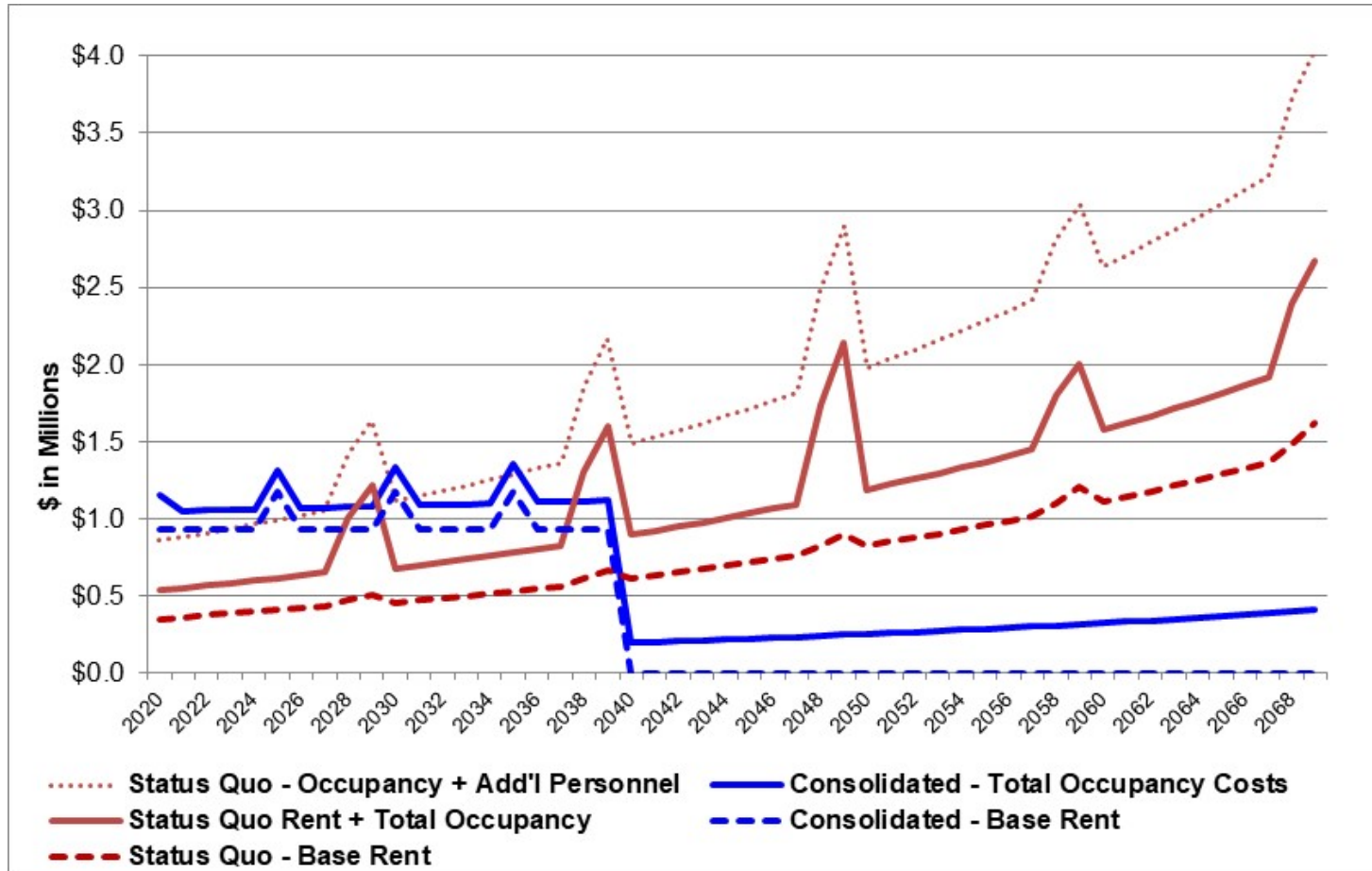


- *During the same period, the **financing costs rose substantially** as well due to an increase in the interest rate from 4.29% to 4.96%.*
- *The current rate assumes taxable financing and, at twenty years and only \$11 million or less, represents **a type of financing that will be necessarily more costly** than traditional public borrowing, even unrated land-secured debt.*
- *Note that during the period between the two estimates, Wayne Lamb, the lead individual for the developer, has moved from the CRESA firm to Saville-Studley, another very large broker, but he has kept intact the same SPE (special purpose entity) and still has the **same contractor and architectural team** that created the project.*

Additional Cost Comparison by Year, Annual - \$2M Payment*



Annual Occupancy Costs for Status Quo and Consolidated Office - \$2M Payment

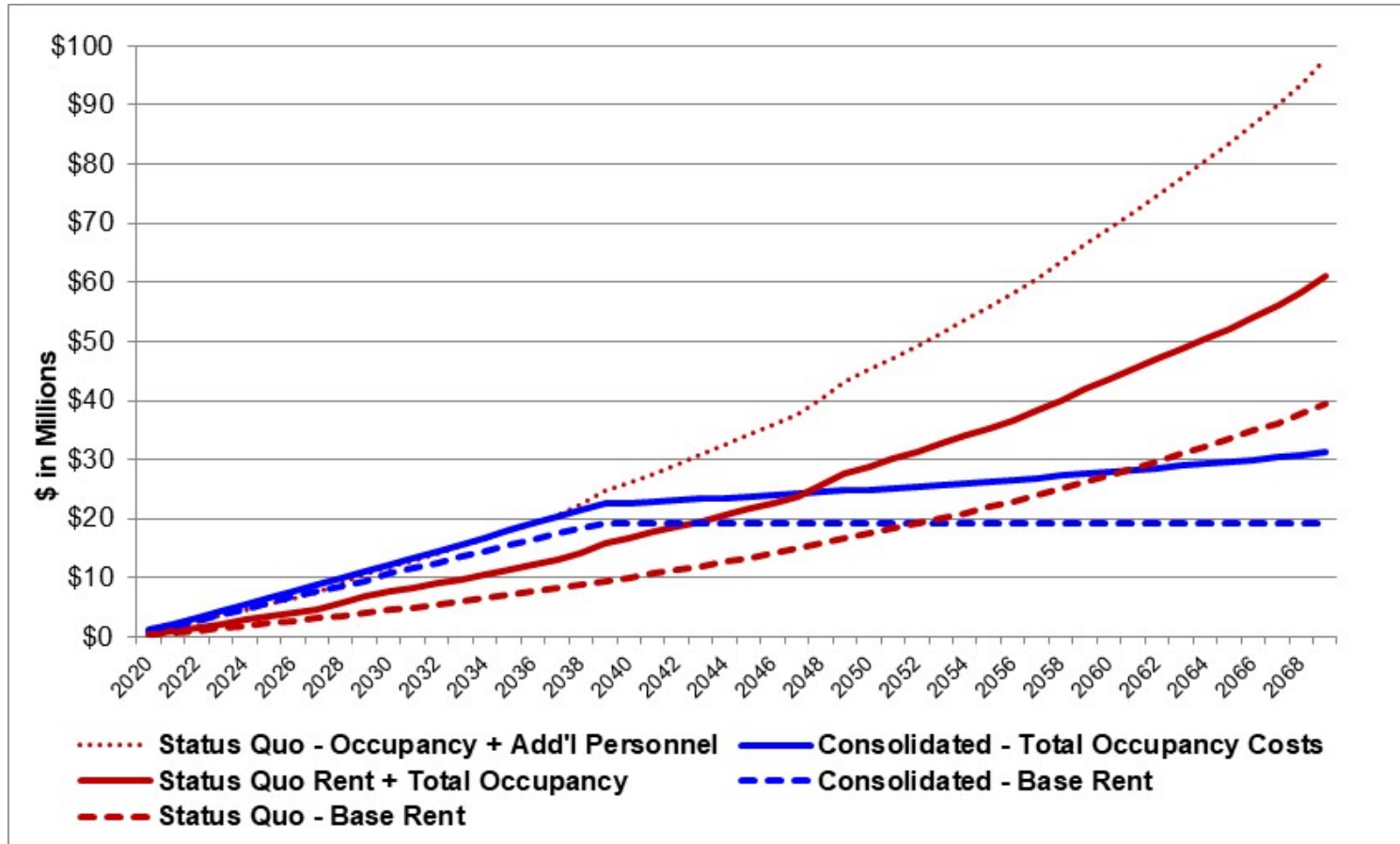


*These calculations exclude the initial payment, which we understand will come from sources other than the General Fund.

Additional Cost Comparison by Year, Cumulative - \$2M Payment*



Cumulative Occupancy Costs for Status Quo and Consolidated Office - \$2M Payment

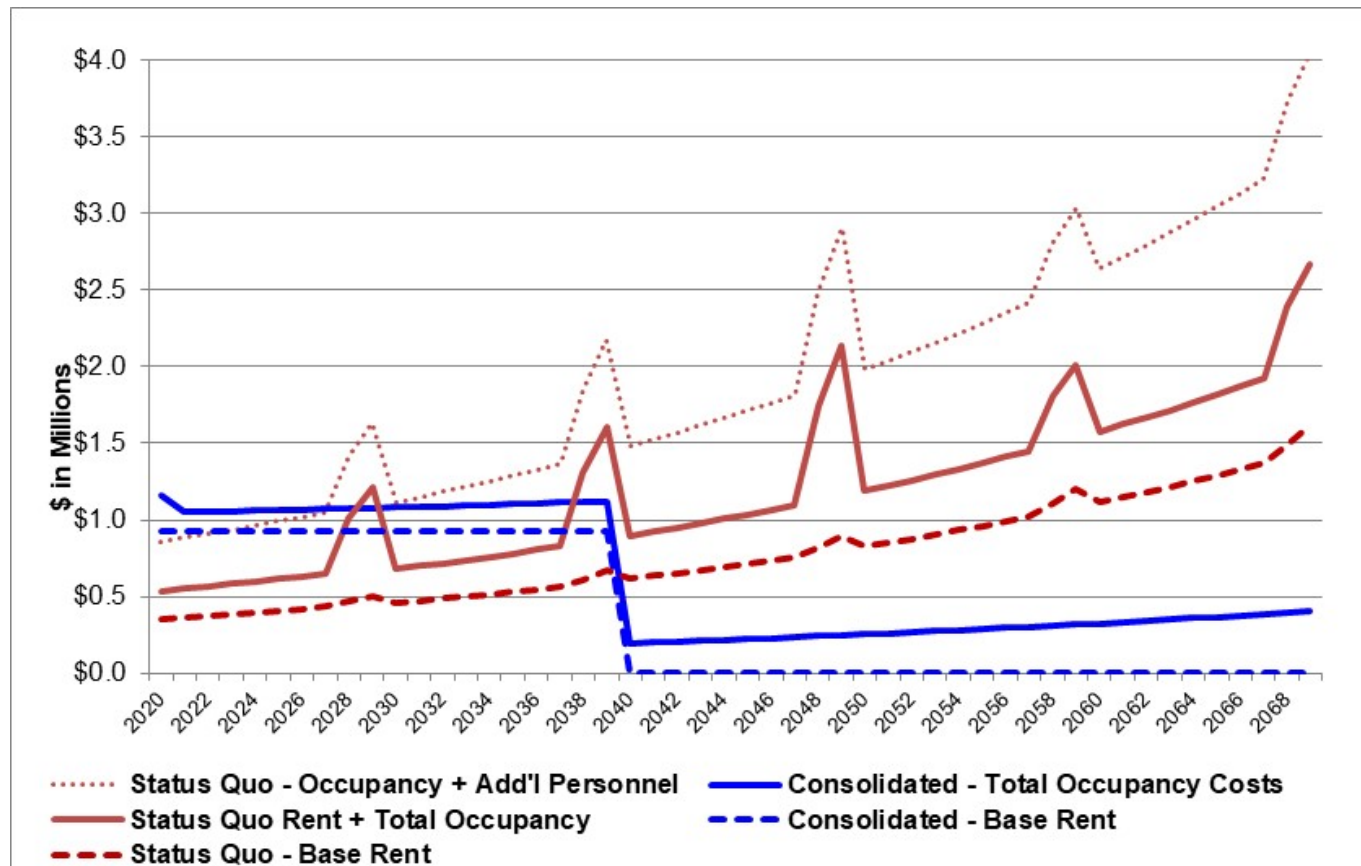


*These calculations exclude the initial payment, which we understand will come from sources other than the General Fund.

Additional Cost Comparison by Year, Annual - \$2M Payment**



Annual Occupancy Costs for Status Quo and Consolidated Office - \$2M Payment Normalized to Exclude 3 Developer Payments of \$250,000 Each

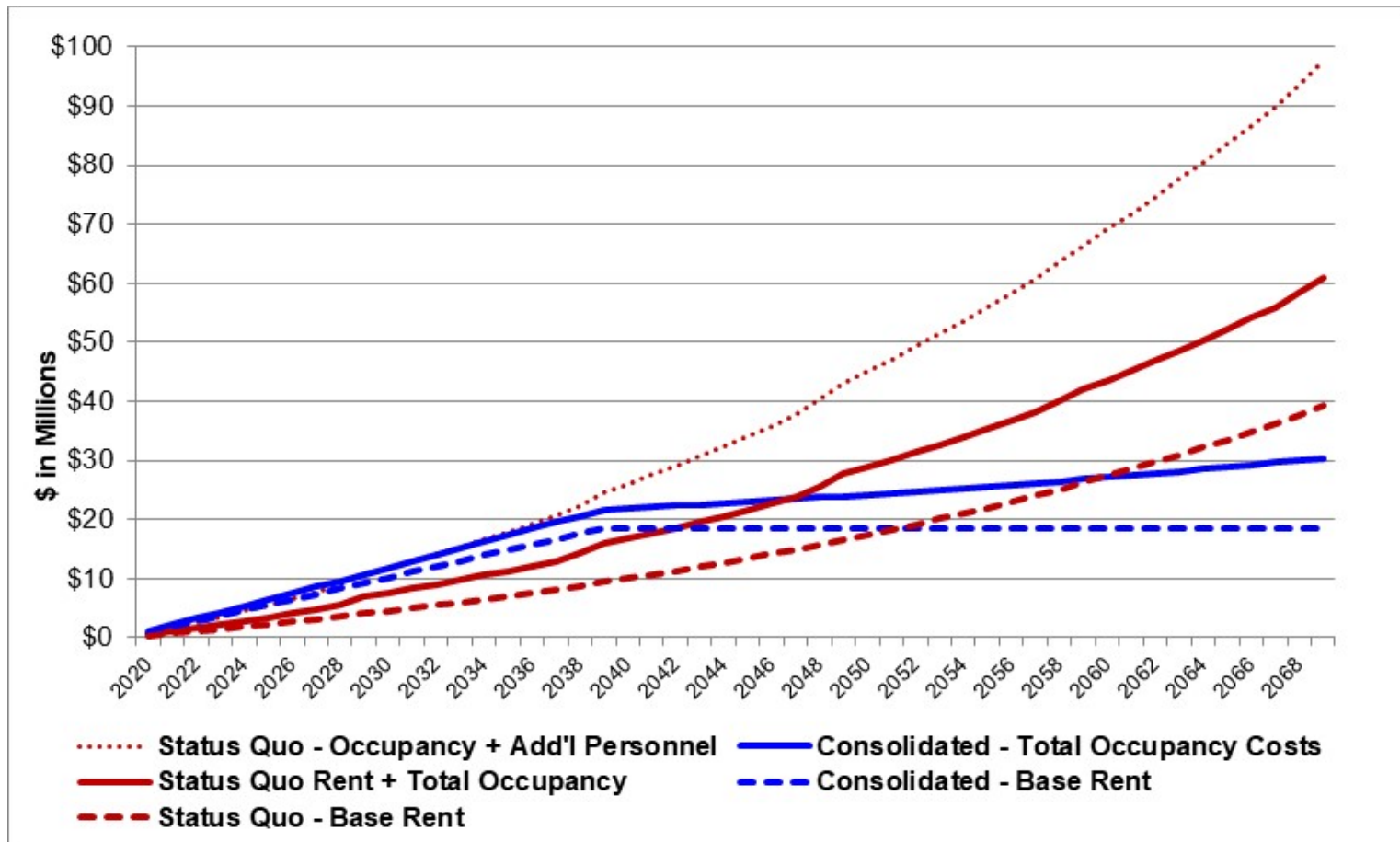


**These calculations exclude the initial payment, which we understand will come from sources other than the General Fund. These calculations also exclude the 3 periodic payments to the developer of \$250,000 each that are not part of debt service.

Additional Cost Comparison by Year, Cumulative - \$2M Payment**



Cumulative Occupancy Costs for Status Quo and Consolidated Office - \$2M Payment Normalized to Exclude 3 Developer Payments of \$250,000 Each

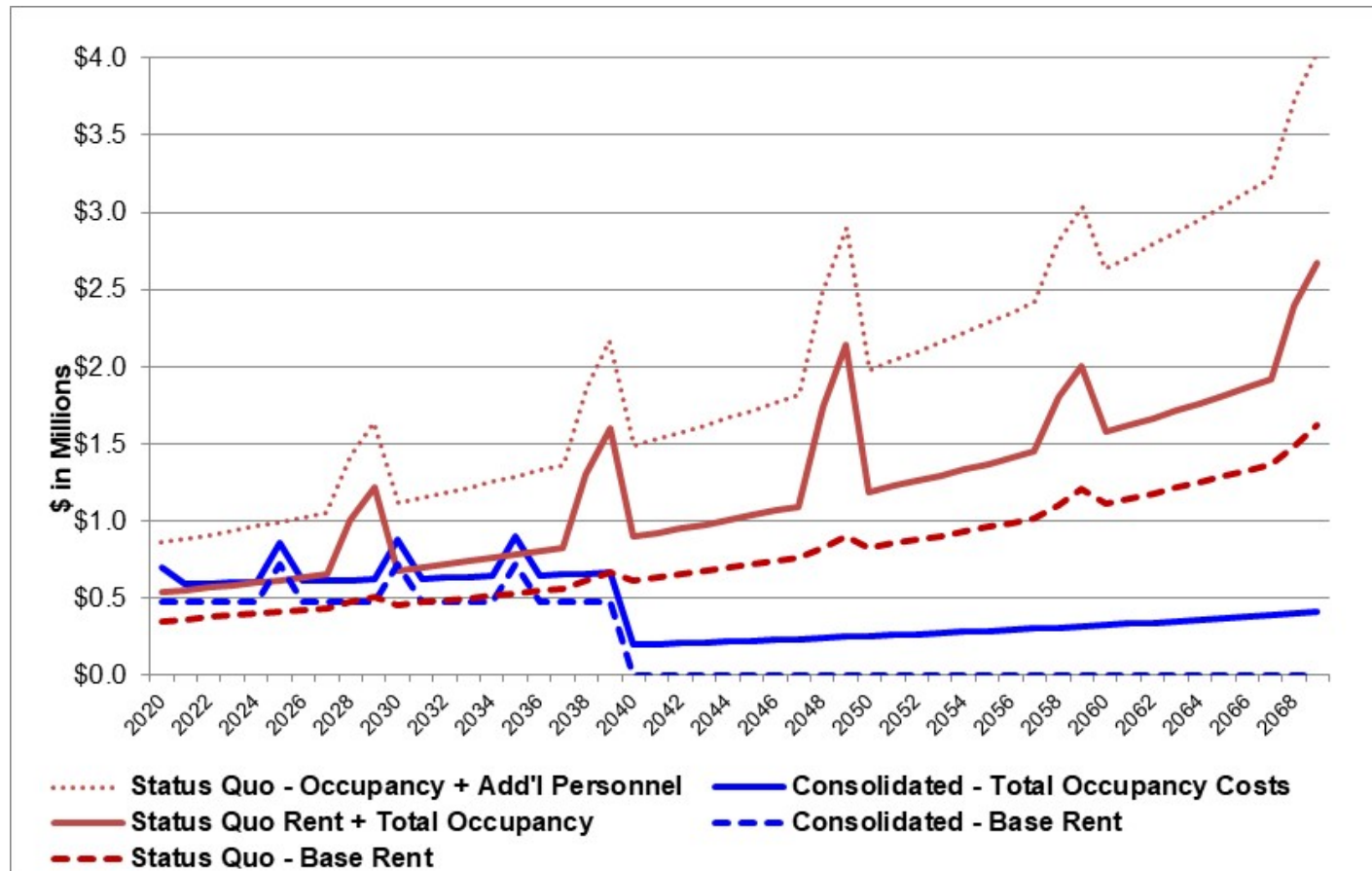


**These calculations exclude the initial payment, which we understand will come from sources other than the General Fund. These calculations also exclude the 3 periodic payments to the developer of \$250,000 each that are not part of debt service.

Additional Cost Comparison by Year, Annual - \$7.8M Payment*



Annual Occupancy Costs for Status Quo and Consolidated Office - \$7.8M Payment

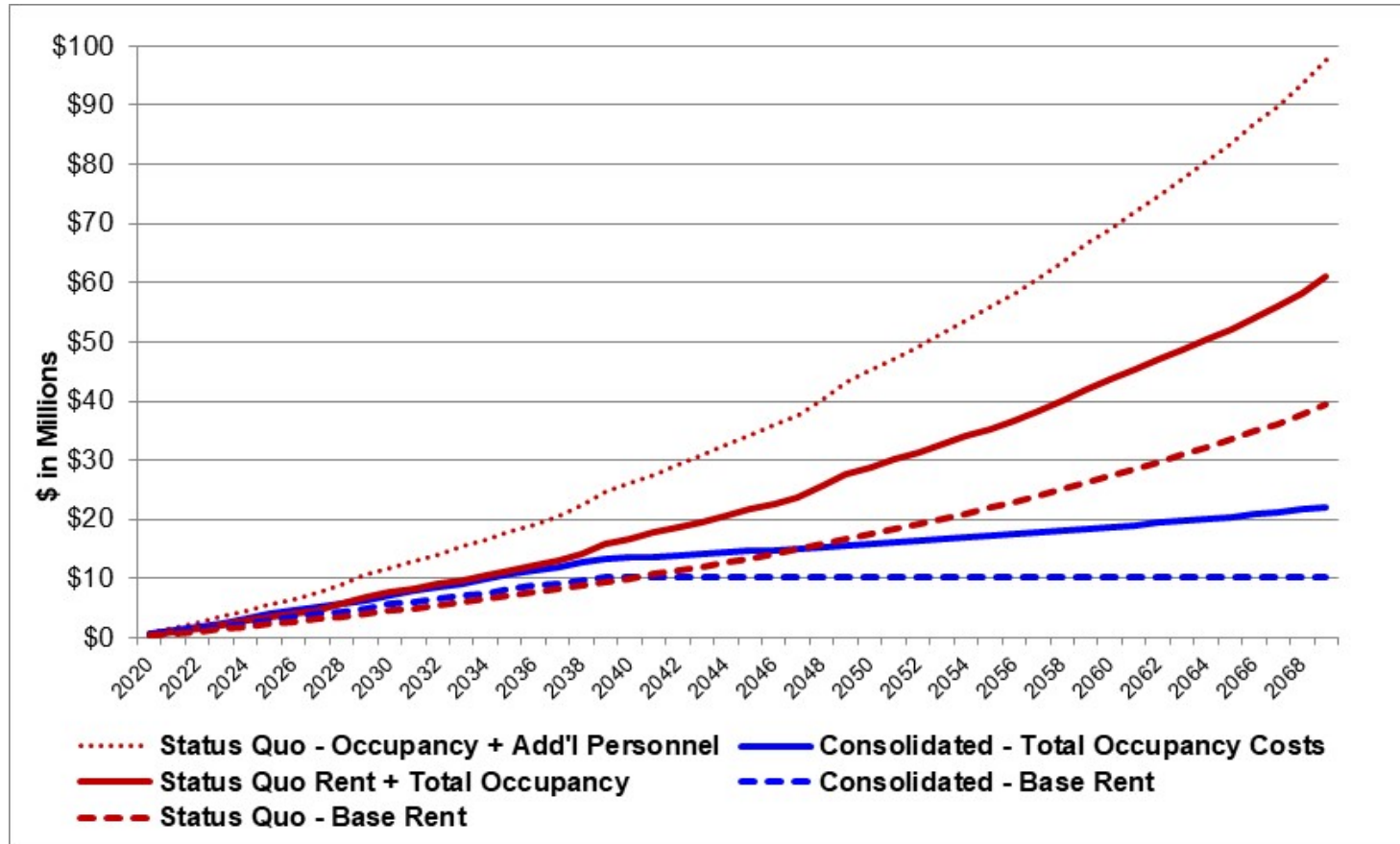


*These calculations exclude the initial payment, which we understand will come from sources other than the General Fund.

Additional Cost Comparison by Year, Cumulative - \$7.8M Payment*



Cumulative Occupancy Costs for Status Quo and Consolidated Office - \$7.8M Payment

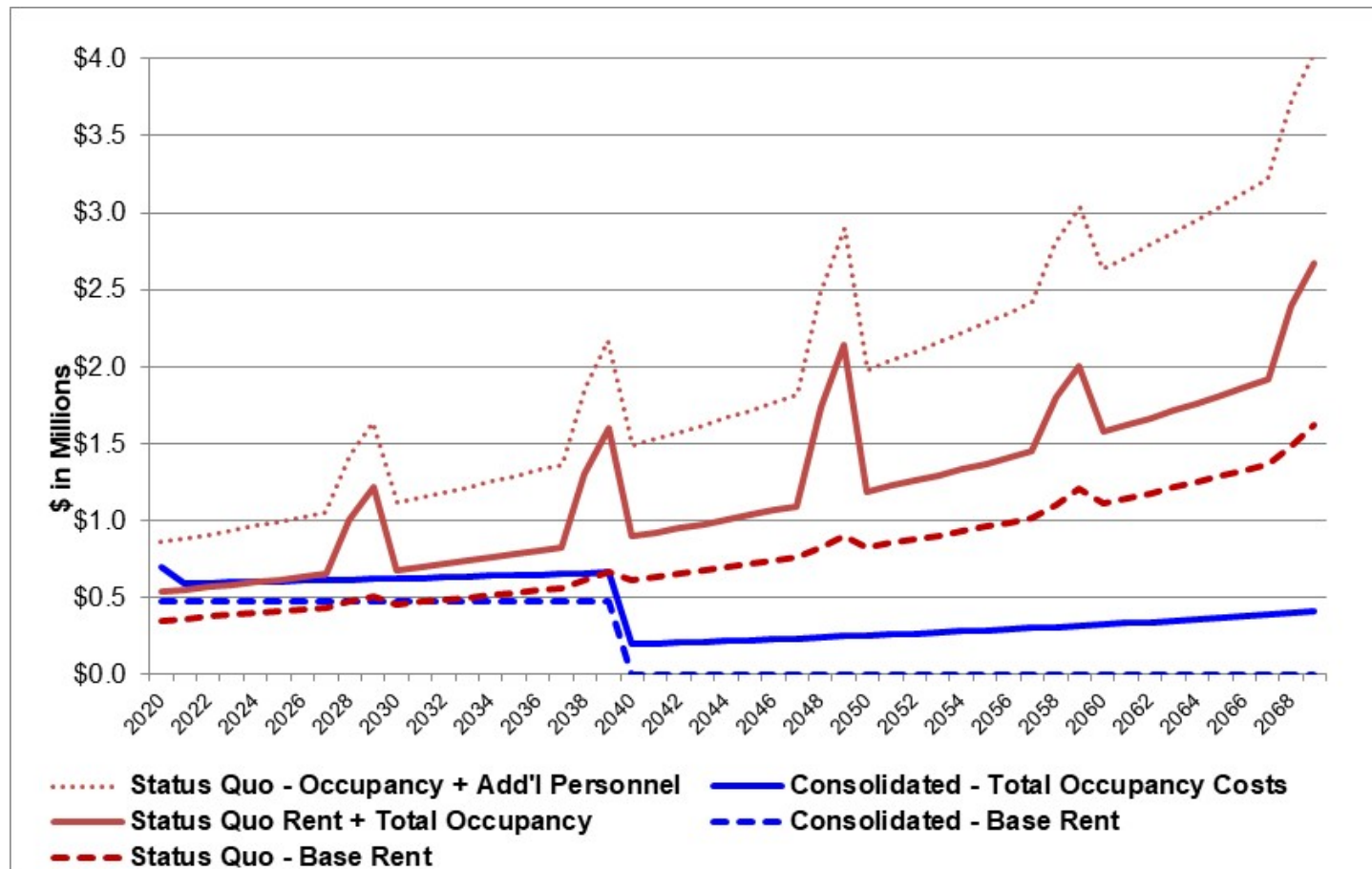


*These calculations exclude the initial payment, which we understand will come from sources other than the General Fund.

Additional Cost Comparison by Year, Annual - \$7.8M Payment**



Annual Occupancy Costs for Status Quo and Consolidated Office - \$7.8M Payment Normalized to Exclude 3 Developer Payments of \$250,000 Each

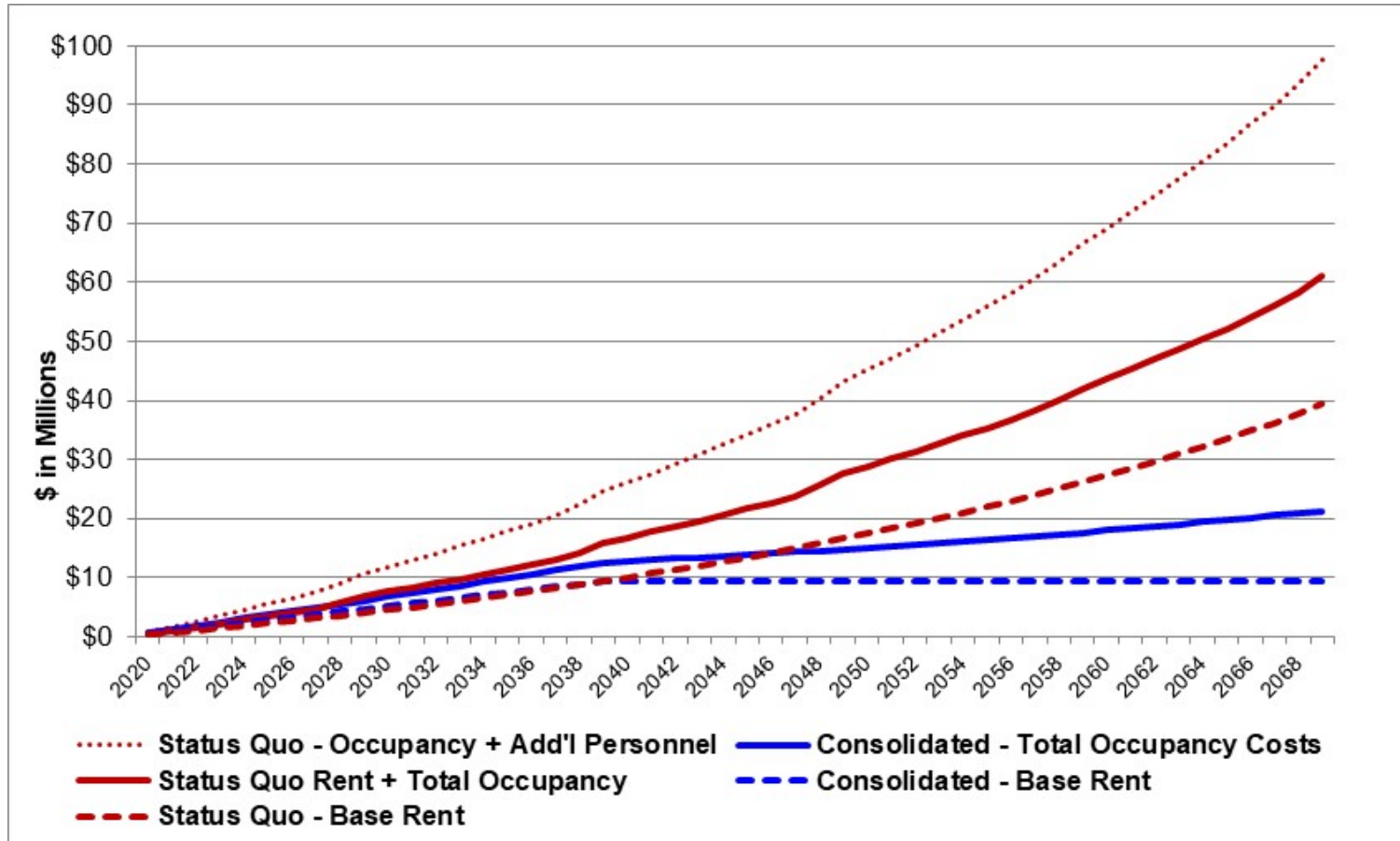


**These calculations exclude the initial payment, which we understand will come from sources other than the General Fund. These calculations also exclude the 3 periodic payments to the developer of \$250,000 each that are not part of debt service.

Additional Cost Comparison by Year, Cumulative - \$7.8M Payment **



Cumulative Occupancy Costs for Status Quo and Consolidated Office - \$7.8M Payment Normalized to Exclude 3 Developer Payments of \$250,000 Each



** These calculations exclude the initial payment, which we understand will come from sources other than the General Fund. These calculations also exclude the 3 periodic payments to the developer of \$250,000 each that are not part of debt service.

Assumptions and Rent Savings



General Assumptions

Discount Rate: 1.5%

SCENARIOS	1	2
	Build to Suit	Status Quo

Premises

Rentable/Usable Square Feet †	42,000	40,079
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General Terms

Commencement Date	1/1/2020	1/1/2020
Expiration Date	12/31/2039	12/31/2066

General Terms

Parking Ratio per 1,000 SF	6.60	per SF	4.00	per RSF
Unreserved Parking Spaces	277		159	

Rent Structure per Month

Initial Base Rent Rate - \$2M Payment	\$77,277	\$1.84/RSF/mo	\$28,514.24	\$0.71/RSF/mo
Initial Base Rent Rate - \$7.8M Payment	\$39,127	\$0.93/RSF/mo	\$28,514.24	\$0.71/RSF/mo
Rental Rate Increases	\$0.00	per Year	4.08%	per Year

Additional Costs Resulting From Occupying Multiple Facilities

Taxes	\$0.00	estimated	\$0.00	estimated
Tax Increase	2.00%	per Year	2.00%	per Year
Excess Utility Costs for Older Construction	\$0.00	estimated	\$2,024/mo.	estimated
Additional Personnel for 5 Locations ††	\$0.00	estimated	\$15,000 /mo	estimated
Month Efficiency Begins	01/01/20		01/01/20	

† The total Status Quo square footage indicated includes 388 sf of storage space recently added at 162 E. Line Street. The financial analysis does not reflect the small marginal cost for this space.

†† It is assumed that the cost of four (4) full-time employee positions will be saved through attrition and reassignment as a result of combining functions into a single facility.

Occupancy Cost Comparison of Status Quo to Consolidated Office \$2M Total Payment



	----- STATUS QUO -----				----- CONSOLIDATED (a) -----				----- OCCUPANCY COST SAVINGS -----				----- SAVINGS FROM CONSOLIDATION -----				
	Base Rent	Maint., Utility, Tax, Insurance	Relocation & TI Costs	Total Monthly Occup. Costs	Base Rent + Add'l Payments	Maint., Utility, Insurance	Relocation Costs	Monthly Occup. Costs	Base Rent + Add'l Payments	Maint., Utility, Tax, Insurance	Relocation & TI Costs	Total Occup. Cost Savings /(Increase)	Cumul. Total Occup Cost Svgs/(Incrs)	Add'l Con- solidation Savings (b)	Cumul. Add'l Consolid. Svgs (b)	Total Savings with Consol.	Cumul. Svgs with Consol.
2020	\$352,616	\$182,286	\$0	\$534,902	\$927,321	\$121,077	\$110,460	\$1,158,858	-\$574,705	\$61,208	-\$110,460	-\$623,957	-\$623,957	\$324,377	\$324,377	-\$299,580	-\$299,580
2021	\$363,195	\$186,805	\$0	\$550,000	\$927,321	\$124,104	\$0	\$1,051,425	-\$564,127	\$62,701	\$0	-\$501,426	-\$1,125,383	\$334,108	\$658,484	-\$167,318	-\$466,898
2022	\$374,090	\$191,436	\$0	\$565,527	\$927,321	\$127,207	\$0	\$1,054,528	-\$553,231	\$64,229	\$0	-\$489,001	-\$1,614,384	\$344,131	\$1,002,615	-\$144,870	-\$611,768
2023	\$385,313	\$196,183	\$0	\$581,496	\$927,321	\$130,387	\$0	\$1,057,708	-\$542,008	\$65,796	\$0	-\$476,212	-\$2,090,596	\$354,455	\$1,357,070	-\$121,757	-\$733,526
2024	\$396,873	\$201,047	\$0	\$597,920	\$927,321	\$133,647	\$0	\$1,060,968	-\$530,449	\$67,400	\$0	-\$463,048	-\$2,553,644	\$365,089	\$1,722,159	-\$97,960	-\$831,485
2025	\$408,779	\$206,032	\$0	\$614,811	\$1,177,321	\$136,988	\$0	\$1,314,309	-\$768,542	\$69,044	\$0	-\$699,498	-\$3,253,142	\$376,041	\$2,098,200	-\$323,457	-\$1,154,942
2026	\$421,042	\$211,141	\$0	\$632,183	\$927,321	\$140,413	\$0	\$1,067,734	-\$506,279	\$70,729	\$0	-\$435,550	-\$3,688,693	\$387,323	\$2,485,523	-\$48,228	-\$1,203,170
2027	\$433,673	\$216,377	\$0	\$650,050	\$927,321	\$143,923	\$0	\$1,071,244	-\$493,648	\$72,454	\$0	-\$421,194	-\$4,109,886	\$398,942	\$2,884,465	-\$22,251	-\$1,225,421
2028	\$472,624	\$221,743	\$315,919	\$1,010,287	\$927,321	\$147,521	\$0	\$1,074,842	-\$454,697	\$74,222	\$315,919	-\$64,555	-\$4,174,442	\$410,910	\$3,295,375	\$346,355	-\$879,066
2029	\$501,767	\$219,730	\$491,998	\$1,213,496	\$927,321	\$151,209	\$0	\$1,078,530	-\$425,554	\$68,521	\$491,998	\$134,965	-\$4,039,476	\$423,238	\$3,718,613	\$558,203	-\$320,863
2030	\$458,145	\$221,413	\$0	\$679,558	\$1,177,321	\$154,989	\$0	\$1,332,310	-\$719,176	\$66,424	\$0	-\$652,752	-\$4,692,228	\$435,935	\$4,154,548	-\$216,817	-\$537,680
2031	\$471,889	\$226,948	\$0	\$698,838	\$927,321	\$158,864	\$0	\$1,086,185	-\$455,432	\$68,085	\$0	-\$387,347	-\$5,079,576	\$449,013	\$4,603,561	\$61,666	-\$476,015
2032	\$486,046	\$232,622	\$0	\$718,668	\$927,321	\$162,836	\$0	\$1,090,157	-\$441,275	\$69,787	\$0	-\$371,489	-\$5,451,064	\$462,483	\$5,066,044	\$90,995	-\$385,020
2033	\$500,627	\$238,438	\$0	\$739,065	\$927,321	\$166,906	\$0	\$1,094,228	-\$426,694	\$71,531	\$0	-\$355,162	-\$5,806,227	\$476,358	\$5,542,402	\$121,195	-\$263,825
2034	\$515,646	\$244,399	\$0	\$760,045	\$927,321	\$171,079	\$0	\$1,098,400	-\$411,675	\$73,320	\$0	-\$338,355	-\$6,144,582	\$490,649	\$6,033,051	\$152,293	-\$111,531
2035	\$531,116	\$250,509	\$0	\$781,624	\$1,177,321	\$175,356	\$0	\$1,352,677	-\$646,206	\$75,153	\$0	-\$571,053	-\$6,715,635	\$505,368	\$6,538,419	-\$65,685	-\$177,216
2036	\$547,049	\$256,771	\$0	\$803,820	\$927,321	\$179,740	\$0	\$1,107,061	-\$380,272	\$77,031	\$0	-\$303,241	-\$7,018,876	\$520,529	\$7,058,948	\$217,288	\$40,072
2037	\$563,461	\$263,191	\$0	\$826,651	\$927,321	\$184,233	\$0	\$1,111,555	-\$363,861	\$78,957	\$0	-\$284,903	-\$7,303,779	\$536,145	\$7,595,093	\$251,241	\$291,314
2038	\$611,638	\$269,770	\$424,569	\$1,305,978	\$927,321	\$188,839	\$0	\$1,116,160	-\$315,683	\$80,931	\$424,569	\$189,817	-\$7,113,962	\$552,229	\$8,147,322	\$742,047	\$1,033,360
2039	\$666,182	\$276,515	\$661,205	\$1,603,901	\$927,321	\$193,560	\$0	\$1,120,881	-\$261,139	\$82,954	\$661,205	\$483,020	-\$6,630,943	\$568,796	\$8,716,119	\$1,051,816	\$2,085,176
2040	\$615,709	\$283,427	\$0	\$899,136	\$0	\$198,399	\$0	\$198,399	\$615,709	\$85,028	\$0	\$700,737	-\$5,930,206	\$585,860	\$9,301,979	\$1,286,597	\$3,371,773
2041	\$634,180	\$290,513	\$0	\$924,693	\$0	\$203,359	\$0	\$203,359	\$634,180	\$87,154	\$0	\$721,334	-\$5,208,872	\$603,436	\$9,905,414	\$1,324,770	\$4,696,542
2069	\$1,616,998	\$580,008	\$472,276	\$2,669,282	\$0	\$406,006	\$0	\$406,006	\$1,616,998	\$174,002	\$472,276	\$2,263,277	\$29,832,566	\$1,380,618	\$36,588,655	\$3,643,894	\$66,421,221
20-Yr Totals	\$9,462,000	\$4,513,000	\$1,894,000	\$15,869,000	\$19,296,000	\$3,093,000	\$110,000	\$22,500,000	-\$9,835,000	\$1,420,000	\$1,783,000	-\$6,631,000		\$8,716,000	\$8,716,119		
50-Yr Totals	\$39,310,000	\$16,957,000	\$4,776,000	\$61,043,000	\$19,296,000	\$11,803,000	\$110,000	\$31,210,000	\$20,014,000	\$5,153,000	\$4,665,000	\$29,833,000		\$36,589,000	\$36,588,655		
50-Yr Present Value				\$39,400,000				\$24,300,000				\$15,000,000					

(a) Consolidated Cash Flow projections do not include the initial front-end payment. They reflect only debt service and periodic additional payments to the developer.

(b) Additional Consolidation savings is anticipated to be generated from reduced personnel needs over time due to operating from a single building, with reductions realized through attrition.

Occupancy Cost Comparison of Status Quo to Consolidated Office \$7.8M Total Payment



	----- STATUS QUO -----				----- CONSOLIDATED (a) -----				----- OCCUPANCY COST SAVINGS -----					----- SAVINGS FROM CONSOLIDATION -----			
	Base Rent	Maint., Utility, Tax, Insurance	Relocation & TI Costs	Total Monthly Occup. Costs	Base Rent + Add'l Payments	Maint., Utility, Insurance	Relocation Costs	Monthly Occup. Costs	Base Rent + Add'l Payments	Maint., Utility, Tax, Insurance	Relocation & TI Costs	Total Occup. Cost Savings /(Increase)	Cumul. Total Occup Cost Svgs/(Incrs)	Add'l Con- solidation Savings (b)	Cumul. Add'l Consolid. Svgs (b)	Total Savings with Consol.	Cumul. Svgs with Consol.
2020	\$352,616	\$182,286	\$0	\$534,902	\$469,529	\$121,077	\$110,460	\$701,066	-\$116,912	\$61,208	-\$110,460	-\$166,164	-\$166,164	\$324,377	\$324,377	\$158,212	\$158,212
2021	\$363,195	\$186,805	\$0	\$550,000	\$469,529	\$124,104	\$0	\$593,633	-\$106,334	\$62,701	\$0	-\$43,633	-\$209,797	\$334,108	\$658,484	\$290,475	\$448,687
2022	\$374,090	\$191,436	\$0	\$565,527	\$469,529	\$127,207	\$0	\$596,735	-\$95,438	\$64,229	\$0	-\$31,209	-\$241,006	\$344,131	\$1,002,615	\$312,922	\$761,609
2023	\$385,313	\$196,183	\$0	\$581,496	\$469,529	\$130,387	\$0	\$599,916	-\$84,215	\$65,796	\$0	-\$18,420	-\$259,425	\$354,455	\$1,357,070	\$336,035	\$1,097,645
2024	\$396,873	\$201,047	\$0	\$597,920	\$469,529	\$133,647	\$0	\$603,175	-\$72,656	\$67,400	\$0	-\$5,256	-\$264,681	\$365,089	\$1,722,159	\$359,833	\$1,457,478
2025	\$408,779	\$206,032	\$0	\$614,811	\$719,529	\$136,988	\$0	\$856,516	-\$310,750	\$69,044	\$0	-\$241,705	-\$506,386	\$376,041	\$2,098,200	\$134,336	\$1,591,814
2026	\$421,042	\$211,141	\$0	\$632,183	\$469,529	\$140,413	\$0	\$609,941	-\$48,486	\$70,729	\$0	\$22,242	-\$484,144	\$387,323	\$2,485,523	\$409,565	\$2,001,379
2027	\$433,673	\$216,377	\$0	\$650,050	\$469,529	\$143,923	\$0	\$613,451	-\$35,855	\$72,454	\$0	\$36,599	-\$447,545	\$398,942	\$2,884,465	\$435,541	\$2,436,920
2028	\$472,624	\$221,743	\$315,919	\$1,010,287	\$469,529	\$147,521	\$0	\$617,049	\$3,096	\$74,222	\$315,919	\$393,237	-\$54,308	\$410,910	\$3,295,375	\$804,148	\$3,241,068
2029	\$501,767	\$219,730	\$491,998	\$1,213,496	\$469,529	\$151,209	\$0	\$620,738	\$32,239	\$68,521	\$491,998	\$592,758	\$538,450	\$423,238	\$3,718,613	\$1,015,996	\$4,257,064
2030	\$458,145	\$221,413	\$0	\$679,558	\$719,529	\$154,989	\$0	\$874,518	-\$261,384	\$66,424	\$0	-\$194,960	\$343,491	\$435,935	\$4,154,548	\$240,975	\$4,498,039
2031	\$471,889	\$226,948	\$0	\$698,838	\$469,529	\$158,864	\$0	\$628,392	\$2,361	\$68,085	\$0	\$70,445	\$413,936	\$449,013	\$4,603,561	\$519,458	\$5,017,497
2032	\$486,046	\$232,622	\$0	\$718,668	\$469,529	\$162,836	\$0	\$632,364	\$16,517	\$69,787	\$0	\$86,304	\$500,240	\$462,483	\$5,066,044	\$548,787	\$5,566,285
2033	\$500,627	\$238,438	\$0	\$739,065	\$469,529	\$166,906	\$0	\$636,435	\$31,099	\$71,531	\$0	\$102,630	\$602,870	\$476,358	\$5,542,402	\$578,988	\$6,145,273
2034	\$515,646	\$244,399	\$0	\$760,045	\$469,529	\$171,079	\$0	\$640,608	\$46,118	\$73,320	\$0	\$119,437	\$722,307	\$490,649	\$6,033,051	\$610,086	\$6,755,358
2035	\$531,116	\$250,509	\$0	\$781,624	\$719,529	\$175,356	\$0	\$894,885	-\$188,413	\$75,153	\$0	-\$113,260	\$609,047	\$505,368	\$6,538,419	\$392,108	\$7,147,466
2036	\$547,049	\$256,771	\$0	\$803,820	\$469,529	\$179,740	\$0	\$649,268	\$77,521	\$77,031	\$0	\$154,552	\$763,599	\$520,529	\$7,058,948	\$675,081	\$7,822,547
2037	\$563,461	\$263,191	\$0	\$826,651	\$469,529	\$184,233	\$0	\$653,762	\$93,932	\$78,957	\$0	\$172,889	\$936,488	\$536,145	\$7,595,093	\$709,034	\$8,531,581
2038	\$611,638	\$269,770	\$424,569	\$1,305,978	\$469,529	\$188,839	\$0	\$658,368	\$142,109	\$80,931	\$424,569	\$647,610	\$1,584,098	\$552,229	\$8,147,322	\$1,199,839	\$9,731,420
2039	\$666,182	\$276,515	\$661,205	\$1,603,901	\$469,529	\$193,560	\$0	\$663,089	\$196,653	\$82,954	\$661,205	\$940,812	\$2,524,910	\$568,796	\$8,716,119	\$1,509,608	\$11,241,029
2040	\$615,709	\$283,427	\$0	\$899,136	\$0	\$198,399	\$0	\$198,399	\$615,709	\$85,028	\$0	\$700,737	\$3,225,647	\$585,860	\$9,301,979	\$1,286,597	\$12,527,626
2041	\$634,180	\$290,513	\$0	\$924,693	\$0	\$203,359	\$0	\$203,359	\$634,180	\$87,154	\$0	\$721,334	\$3,946,981	\$603,436	\$9,905,414	\$1,324,770	\$13,852,395
2069	\$1,616,998	\$580,008	\$472,276	\$2,669,282	\$0	\$406,006	\$0	\$406,006	\$1,616,998	\$174,002	\$472,276	\$2,263,277	\$38,988,419	\$1,380,618	\$36,588,655	\$3,643,894	\$75,577,074
20-Yr Totals	\$9,462,000	\$4,513,000	\$1,894,000	\$15,869,000	\$10,141,000	\$3,093,000	\$110,000	\$13,344,000	-\$679,000	\$1,420,000	\$1,783,000	\$2,525,000		\$8,716,000	\$8,716,119		
50-Yr Totals	\$39,310,000	\$16,957,000	\$4,776,000	\$61,043,000	\$10,141,000	\$11,803,000	\$110,000	\$22,054,000	\$29,170,000	\$5,153,000	\$4,665,000	\$38,988,000		\$36,589,000	\$36,588,655		
50-Yr Presnt Value				\$39,400,000				\$16,500,000				\$22,900,000					

(a) Consolidated Cash Flow projections do not include the initial front-end payment. They reflect only debt service and periodic additional payments to the developer.

(b) Additional Consolidation savings is anticipated to be generated from reduced personnel needs over time due to operating from a single building, with reductions realized through attrition.

QUESTIONS? OR COMMENTS?

ATTACHMENT B

Consolidated County Office Building

Presented to Inyo County Board of Supervisors
Tuesday, July 16, 2013

**** Partial Update For Design Review Purposes. Does Not Represent A New, Independent Financial Analysis ****

- I. Provide Historical Context / Chronology**
- II. Review Term Sheet Approved 2012**
- III. Present Draft Space Plan**
- IV. Seek Input Prior to Community Meetings**
 - Independence: Monday evening, July 22, 2013
 - Lone Pine: Wednesday evening, July 31, 2013
 - Big Pine: Thursday evening, August 1, 2013
 - Bishop: Saturday morning August 3, 2013

Today's Presentation

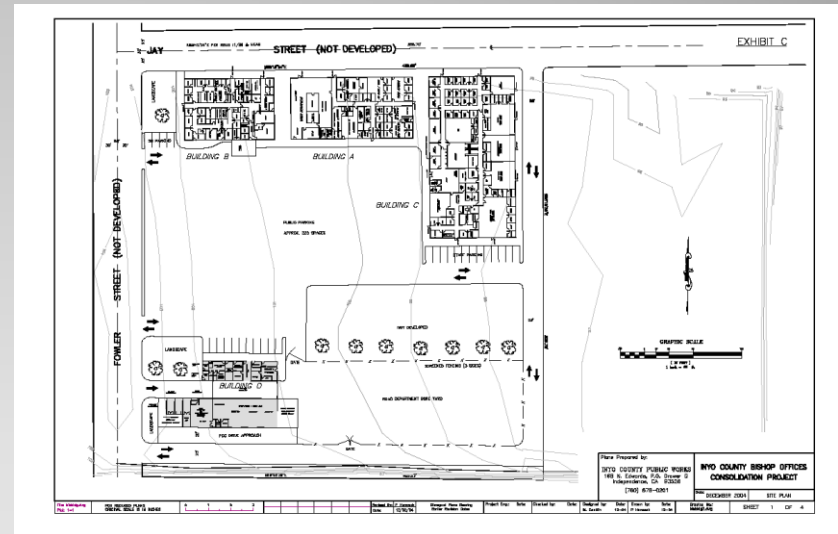


I. Historical Context

Not a new idea, Leased Space Crisis, Short & Long-Term Plans, RFP

Not a new idea: 1998 - 2005

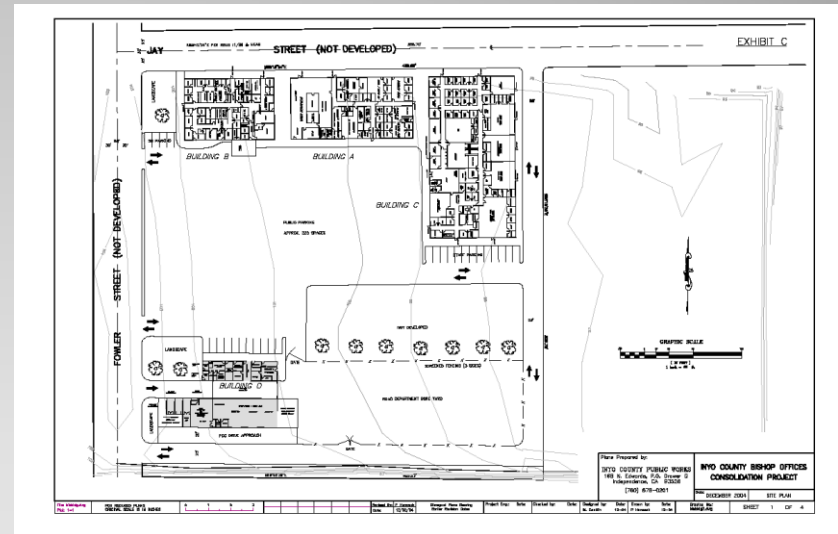
- Public Works develops plans for a northern campus on County's 5.69 acre parcel, including:
 - 55,695 square feet
 - Included 8,619 sf Animal Shelter & warehouse space
 - 47,076 sf office space
 - 61,112 square feet
 - Included 17,000 sf for Superior Court
 - 44,112 sf of County Office Space



Historical Context 1

2005 RFP

- 61,112 square feet
- Estimated Cost: at least \$14,727,992
- Responses to RFP only identified traditional debt financing
 - Issue Bonds, COPs



Historical Context 2

2007 – 2008

- County leasing 43,586 square feet of office space in Bishop
- Annual Lease Cost: \$463,920
- Rents range from \$0.47/sf to \$1.50/sf

Office	Location	Sq. Ft	Base Rent	\$/Sq. Ft.
Child Support	Cottonwood	3,369	\$4,885	\$1.4500
Juvenile & Adult Probation	Cottonwood	3,510	\$5,090	\$1.4501
Admin., Parks, S.W., Risk Mgt., H.R., BoS	Cottonwood	1,294	\$1,800	\$1.3910
Water, County Counsel, Yucca Mtn.	163 May	5,659	\$5,170	\$0.9136
INET	XXXXX	1,444	\$1,629	\$1.1281
Sheriff, D.A., Courts	Clark Wing	7,664	\$2,669	\$0.4890
HHS	162 Grove	9,800	\$5,400	\$0.5510
MAAA	568 West Line	2,000	\$1,283	\$0.6415
HHS - One Stop	912 No. Main	4,686	\$6,366	\$1.3586
HHS	Bishop Plaza	4,160	\$4,368	\$1.5000
Monthly Totals		43,586	\$38,660	\$1.0873
Annual Expenditure = \$463,924.68				

Historical Context 3

Leased Space Crisis: 2007 - 2008

- Leases expiring on total of 8,173 sf at Cottonwood Plaza
 - Offered lease increasing rent from \$1.39/sf - \$1.45/sf to over \$1.65/sf
- Bishop Plaza (HHS)
 - Can't install network cable
 - Lease expiring
 - \$0.35/sf increase suggested by property manager
- 2008 IMACA terminates its lease at Old Kmart
 - Ends sub-lease for Career Development Center
- Water Dept. & INET leases expiring December 2007
- **Can't rely on private rental market to meet needs**
- **Need for Short Term & Long Term strategies**

Historical Context 4

Short Term Plan

- Relocated 5,066 sf to Independence
 - Water Department & Yucca Mountain Office
- Moved 6 offices to new locations in Bishop
- Reduced office space by 773 sf
- Estimated savings \$120,695/year in rent

Office	From	To
Child Support	Cottonwood Plaza	Bella Vous
Probation	Cottonwood Plaza	Former KMART
Bishop Admin	Cottonwood Plaza	May Street
County Counsel	May Street	May Street
HHS - Prevention	Bishop Plaza	May Street
HHS - One Stop	Old KMART	Former KMART
D.A.	Clark Wing	Bella Vous
Sheriff - Sub Stn	Clark Wing	Clark Wing
INET	East Line St.	Clark Wing
Public Guardian	South Street	IMAAA
Ag Commissioner	South Street	South Street
Yucca Mountain	May Street	Former ICOE
Water Department	May Street	Former ICOE

Historical Context 5

Short Term Plan

- Only three-months to relocate departments
 - In-house = \$41,126
- Tenant Improvements
 - 2.5 Years
 - \$184,674 plus I.S./cabling
 - Had to complete in-house
- Not all leases/savings materialized (e.g., INET did not move)
- **Not ideal; did best with available time & space**

Long Term Plan

- Suggested short-term moves be viewed against a 3-year horizon
- **Develop Request For Proposals (RFP) for better, longer-term office space solutions**
 - At Board: November 2007
 - At Board: April 2008

Historical Context 6

- **Who?** (builder)
 - ☑ Determine by RFP
 - Determine by bid
- **What?** (size of building)
 - Could pay to design up front
 - ☑ Design through RFP process
- **How much?** (cost)
 - Depends on size/design

- Issuing RFP (instead of first designing and then bidding project) saved County money upfront on design costs
 - Did not spend money on design prior to debating merits of project based on size & cost
- Chicken or Egg?

Where to start?

Before issuing RFP:

- Tenant improvements for new leases cost more and took longer than planned (e.g., 2.5 years)
- Contacted owners of Old Kmart
 - Building and property available for around \$7,000,000
 - Appraised at \$3.3 Million in 2009
- Contacted then-owner of Cottonwood Plaza
 - Selling building and property
 - No interest in RFP

Chronology 1

- Draft RFP presented to Board of Supervisors January 12, 2010, for input and direction
- Key tenets:
 - Save money on rent & related expenses over long-term
 - Improve services & save money with efficiencies
 - Provide office space cost stability & budget certainty
 - Only for offices already in Bishop
 - **Not relocating offices or staff from Independence**
 - Encourage creative proposals
 - Build on County parcel, private or DWP land
 - Remodel existing buildings
 - Lease-to-Own, etc.

Chronology 2

- Issued RFP January, 2010
- Sent to over 351 developers, etc.
 - Including Cottonwood Plaza and Old Kmart owners
- Received 2 responses by March 22, 2010, deadline
 1. Develop County parcel under long-term lease to own arrangement
 2. Develop Wye Road Parcel with long-term lease
- April 20, 2010: Board direction to negotiate both proposals
 - 16-months
 - Sought more detail regarding deal points
 - Negotiated structure more favorable to County
- **September 6, 2011: Proposed Exclusive Negotiation Agreement (ENA) with Joseph Enterprises for Wye Rd.**

Chronology 3



II. Term Sheet

Developer, Economic Benefits, Exclusive Negotiation Agreement, Term Sheet

Joseph Enterprises
Land Contributing & Initiating Partners



Steve Joseph
Partner



Scott Piercey
Partner

Inyo County Development LLC
Development Partners



Jim Leslie
Financing & Equity Member
•29 years RE
experience



Wayne Lamb
Co-Managing Member
•23 years RE
experience



Jeff Shepard
Co-Managing Member/Co-
Construction Manager
•27 years RE
experience

 **KPRS**
General Contracting & Construction Partners



Paul Kristedja
Vice President
Construction/Co-Construction
Manager
•25 years experience



Assaf Nachshon
Director of Preconstruction
•12 years experience

 **WARE MALCOMB**
Design & Architectural Partners



Tom Myers
Principal, Commercial
Architecture/Co-
Construction Manager
•29 years experience



Ted Heisler
Principal, Interior
Architecture & Design
•30 years experience

Developer: Who is County doing business with?

Added economic benefits:

- Purchasing as much building materials and supplies as is practically and reasonably possible within Inyo County
- Utilizing the greatest number of qualified trades and sub-trades possible for the project from within the local community
- Maximizing the point of sale opportunities within Inyo County for the project
- Using land less-conducive to retail opportunities
- Making additional land available for new development

Developer: Who is County doing business with?

- Prohibits County & Joseph Enterprises from negotiating with other parties
 - Originally secured with \$10,000 deposit from Joseph Enterprises
- Creates **framework** and process for ongoing negotiations and consideration of project
 - ☑ Phase 1A: Term Sheet (**non-binding**)
 - ▶ **Phase 1B: Design Review (non-binding)**
 - Phase 2: Preparation of Final Documents
 - Binding if approved



Exclusive Negotiation Agreement

Where we started

- Who?
 - ☑ Determined by RFP.
- What? (size of building)
 - Being determined by design process
- How much?
 - Initial Cost: Term Sheet
 - Final Cost: Design

Cost of space planning borne exclusively by developer

Where we are

- Term Sheet based on 'ballpark' 42,000 sf building
- Draft Design coming in at 45,368 sf
 - This would change Term Sheet price
 - But, similar to '98-'05 needs
- Chicken or Egg?
 - Can't finalize cost until Board approves design
 - If want cost certainty, then can't change design

ENA Framework

Presented to Board of Supervisors March 13, 2012

- 4.94 acre Wye Road parcel will be split
 - Consolidated County Office Building with parking constructed on 3.31 acres
- County will own 3.31 acres
- Joseph Enterprises owns remaining 1.63 acres (corner of Hwy 6 & Wye Rd) for future development
 - County has right of first refusal
- County transfers its 5.69 acre parcel on Jay Street to Joseph Enterprises
 - Future 'gateway' development

Term Sheet 1

- 42,000 square foot building
 - Size a 'placeholder' for Term Sheet pending Design Review process
 - Allows consolidation of 6 leased offices and one County-owned building
- Joseph Enterprises agrees to construct building at sole expense; cost of developing at least \$10 Million including land
 - Includes \$45/sf Tenant Improvement costs
 - 23-months to construct once deal finalized
- **County agrees to lease building for 20-years @ fixed price, then buys Building for \$1**

Term Sheet 2

20-year lease:

- \$2 Million upon commencement of lease
- Rent: \$600,000 (for 20-years)
- Additional rent payments of \$250,000 paid in Year 5, Year 10, and Year 15
- Year 20: County buys building for \$1
- 'Triple-Net'
 - County pays utilities, maintenance, & taxes

Term Sheet 3

- Based on 2012 Term Sheet, total cost of 42,000 square foot Consolidated Building over 20-years = \$14,750,001
 - \$1.463/sf for 20-years
 - Exclusive of land values
- Cost analysis very favorable
 - Very **conservative** assumptions
- Non-binding Term Sheet approved by Board of Supervisors March 13, 2012

Term Sheet 4

- In 2008, reported that County lease costs in Bishop had increased approximately 15% during previous 3-years
 - About 5% per year
- 2012 Analysis assumed 0% and 2.5% annual increases
 - 20-year CPI = 2.75% per year
- Current Bishop leases include annual rent increases from 2% to 5% per year
 - Weighted average = 4.11% per year

Forecasting rent: Is 2.5%/year increase reasonable assumption?

	LOCATION							TOTAL COST PER YEAR	AVERAGE PER SQUARE FOOT COST	ANNUAL PERCENT CHANGE (WEIGHTED)
	230 W. LINE ST, BIHSOP: BELLE VOUS	912 - 918 N. MAIN ST, BISHOP: ONE STOP	163 MAY ST, BISHOP: ADMIN BLDG	301 W. LINE ST, BISHOP: CLARKE WING	568 A W. LINE ST, BISHOP: IMAAA	162 GROVE ST, BISHOP: HHS	207 W. SOUTH ST, BISHOP: COMM. SVCES			
SQUARE FOOTAGE LEASES	3,700	9,140	5,659	3,844	2,000	9,800		34,143		
SQUARE FOOTAGE OWNED							5,548			
CURRENT ANNUAL LEASE	36,000	120,000	66,816	45,602	16,800	71,820	0	357,038	\$ 0.87	4.11%
COST PER SQ. FT.	\$ 0.81	\$ 1.09	\$ 0.98	\$ 0.99	\$ 0.70	\$ 0.61	\$ -			
ANNUAL % INCREASE	2.00%	5.00%	3.00%	4.50%	2.00%	5.00%				
	COST PER YEAR	COST PER YEAR	COST PER YEAR	COST PER YEAR	COST PER YEAR	COST PER YEAR	COST PER YEAR	TOTAL COST PER YEAR	WEIGHTED PER SQUARE FOOT COST	ANNUAL PERCENT CHANGE
YEAR 2	\$ 36,720	\$ 126,000	\$ 68,820	\$ 47,654	\$ 17,136	\$ 75,411	\$ -	\$ 371,742	\$ 0.91	4.12%
YEAR 3	\$ 37,454	\$ 132,300	\$ 70,885	\$ 49,799	\$ 17,479	\$ 79,182	\$ -	\$ 387,098	\$ 0.94	4.13%
YEAR 4	\$ 38,203	\$ 138,915	\$ 73,012	\$ 52,039	\$ 17,828	\$ 83,141	\$ -	\$ 403,139	\$ 0.98	4.14%
YEAR 5	\$ 38,968	\$ 145,861	\$ 75,202	\$ 54,381	\$ 18,185	\$ 87,298	\$ -	\$ 419,894	\$ 1.02	4.16%
YEAR 6	\$ 39,747	\$ 153,154	\$ 77,458	\$ 56,828	\$ 18,549	\$ 91,663	\$ -	\$ 437,398	\$ 1.07	4.17%
YEAR 7	\$ 40,542	\$ 160,811	\$ 79,782	\$ 59,386	\$ 18,920	\$ 96,246	\$ -	\$ 455,686	\$ 1.11	4.18%
YEAR 8	\$ 41,353	\$ 168,852	\$ 82,175	\$ 62,058	\$ 19,298	\$ 101,058	\$ -	\$ 474,794	\$ 1.16	4.19%
YEAR 9	\$ 42,180	\$ 177,295	\$ 84,641	\$ 64,851	\$ 19,684	\$ 106,111	\$ -	\$ 494,760	\$ 1.21	4.21%
YEAR 10	\$ 43,023	\$ 186,159	\$ 87,180	\$ 67,769	\$ 20,078	\$ 111,416	\$ -	\$ 515,625	\$ 1.26	4.22%
YEAR 11	\$ 43,884	\$ 195,467	\$ 89,795	\$ 70,819	\$ 20,479	\$ 116,987	\$ -	\$ 537,431	\$ 1.31	4.23%
YEAR 12	\$ 44,761	\$ 205,241	\$ 92,489	\$ 74,005	\$ 20,889	\$ 122,837	\$ -	\$ 560,222	\$ 1.37	4.24%
YEAR 13	\$ 45,657	\$ 215,503	\$ 95,264	\$ 77,336	\$ 21,306	\$ 128,978	\$ -	\$ 584,044	\$ 1.43	4.25%
YEAR 14	\$ 46,570	\$ 226,278	\$ 98,122	\$ 80,816	\$ 21,733	\$ 135,427	\$ -	\$ 608,945	\$ 1.49	4.26%
YEAR 15	\$ 47,501	\$ 237,592	\$ 101,065	\$ 84,452	\$ 22,167	\$ 142,199	\$ -	\$ 634,977	\$ 1.55	4.27%
YEAR 16	\$ 48,451	\$ 249,471	\$ 104,097	\$ 88,253	\$ 22,611	\$ 149,309	\$ -	\$ 662,192	\$ 1.62	4.29%
YEAR 17	\$ 49,420	\$ 261,945	\$ 107,220	\$ 92,224	\$ 23,063	\$ 156,774	\$ -	\$ 690,646	\$ 1.69	4.30%
YEAR 18	\$ 50,409	\$ 275,042	\$ 110,437	\$ 96,374	\$ 23,524	\$ 164,613	\$ -	\$ 720,399	\$ 1.76	4.31%
YEAR 19	\$ 51,417	\$ 288,794	\$ 113,750	\$ 100,711	\$ 23,995	\$ 172,843	\$ -	\$ 751,510	\$ 1.83	4.32%
YEAR 20	\$ 52,445	\$ 303,234	\$ 117,162	\$ 105,243	\$ 24,474	\$ 181,486	\$ -	\$ 784,045	\$ 1.91	4.33%
Estimated Total Cost Per Location	\$ 838,705	\$ 3,847,914	\$ 1,728,555	\$ 1,384,998	\$ 391,396	\$ 2,302,977	\$ -	\$ 10,494,545		

Actual Costs: Now & Future

- Finding 1: ***“The County is in dire need of consolidated office space as witnessed by members of the Grand Jury . . . ”***
- Recommendation: ***“The Grand Jury voted unanimously to support to the consolidation proposal. The needs to co-locate, to share like resources, have flexibility, continuity and communication between departments.”***

2011-12 Grand Jury Final Report



III. Design Review

Process, Drafts, Options, Updated Costs, Cost Analysis, Funding

In 2012, architectural firm Ware Malcomb worked with County departments to prepare design documents

- Prior to on-site visits:
 - Helped departments learn about office space trends
 - Departments completed office space needs surveys
- Toured County offices, and met with departments individually
- Prepared Draft Building Program
- Departments reviewed draft Building Program, and suggested modifications

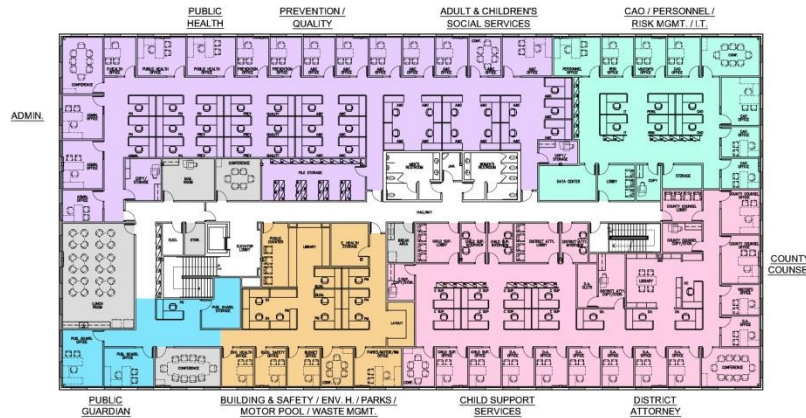
Design Review 1

- Refined Building Program increased size of building from 42,000 sf to 45,368 sf
 - Comparable to 44,112 sf to 47,076 sf in 1998 to 2005 in-house designs
- Differences (at a glance):
 - No Water Department
 - More meeting space
 - 4,607 sf more than currently exists
 - 5,672 sf more than earlier designs
 - Adds Board offices
- May be reviewed like County Budget:
'Department Requested' versus 'Recommended'

Design Review 2



FIRST FLOOR



SECOND FLOOR

ADMINISTRATION SERVICES
 CAO CONF. / BOARD OFFICES
 PERSONNEL
 RISK MANAGEMENT
 IT
 +/- 2,810 SF

PUBLIC GUARDIAN
 +/- 907 SF

GENERAL SERVICES
 AG WEIGHS AND MEANS
 BUILDING AND SAFETY
 ENVIRONMENTAL HEALTH
 PARKS/MOTOR POOL/W. MGMT.
 UCCE FARM ADVISORY
 BUDGET ANALYST
 +/- 3,872 SF

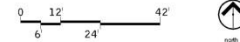
LEGAL SERVICES
 CHILD SUPPORT SERVICES
 COUNTY COUNSEL
 DISTRICT ATTORNEY
 +/- 5,311 SF

SHERIFF DEPARTMENT
VETERAN SERVICES
ANIMAL CONTROL
 +/- 3,095 SF

- PROBATION DEPARTMENT**
+/- 3,807 SF
- HEALTH & HUMAN SERVICES**
ADMINISTRATION
PUBLIC HEALTH
BEHAVIORAL HEALTH
ADULT & CHILDREN'S
EMPLOYMENT ELIGIBILITY
PREVENTION
QUALITY
+/- 14,087 SF
- HHS CLINIC**
+/- 870 SF
- ANCILLARY SPACES**
+/- 2,655 SF
-
-

PRELIMINARY DRAFT

NOTE:
 THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



Inyo County Complex

Test Fit

Option 2

+/- 45,368 S.F.

IRV07-0193-0P
 03.08.2013

WARE MALCOMB
 Leading Design for Commercial Real Estate

integrated service
 across north america | waremalcomb.com

Design Review 3

OVERALL PROGRAMMING SUMMARY

DEPARTMENTAL

Sht.#	Sheet Name	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch Down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			Ancillary Space	TOTAL 2012	TOTAL 2013	TOTAL 2014	TOTAL DEPT. STAFF	TOTAL DEPT. S.F.
		2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2013					
01	Administrative Services	0	4	0	0	4	0	0	0	0	2	0	0	4	0	0	0	0	0	794	0	14	0	14	3,144
02	General Services	0	1	0	0	4	0	0	3	0	7	0	0	9	0	0	2	0	0	1,040	0	26	0	26	3,800
03	Legal Services	0	2	0	0	6	0	0	3	0	1	0	0	11	0	0	0	0	0	2,062	0	23	0	23	5,600
04	Sheriff, Veteran Services, Animal Con	0	1	0	0	7	0	0	0	0	0	0	0	3	0	0	0	0	0	1,766	0	11	0	11	4,102
05	Probation	0	1	0	0	2	0	0	0	0	0	0	0	14	0	0	3	0	0	1,160	0	20	0	20	3,304
06	HHS	0	8	0	0	1	0	0	14	0	0	0	0	60	0	0	9	0	0	4,398	0	92	0	92	14,787
07	HHS Clinic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	958	0	0	0	0	1,341
Total		0	17	0	0	24	0	0	20	0	10	0	0	101	0	0	14	0	12,178	0	186	0	186	36,078	
Total Quantity per Typical		17			24			20			10			101			14			Office Staff	186	Square Footage Sub - Total			36078
																				Office SF per person	194				

ANCILLARY

Ancillary Space Summary	Company Wide - Shared (Not Including Department Specific Ancillary Space)	TOTAL S.F.
		5,113

USEABLE	Total Square Feet	41,191
*ADD 8% for Core area(Rentable number)		3,295
RENTABLE	TOTAL	44,486

Preliminary Draft

Design Review 4

Scaled-up Term Sheet

- \$2 Million upon commencement of lease
- Rent: \$600,000 (for less than 24-years)
- Additional rent payments of \$250,000 paid in Year 5, Year 10, and Year 15
- Year 24: County buys building for \$1
- 'Triple-Net'
 - County pays utilities, maintenance, & taxes

***Assumes no change in finance rates.**

Building Costs @45,368 sq ft

- Move some or all Administrative Services to Independence (2,700 – 3,300 sf)
 - Would need to secure space in Independence
 - Still need meeting space in Bishop
 - Includes Board offices
- Reduce County Counsel presence to one office (300 sf)
 - Linked to Admin Services
- Keep HHS Clinic at South Street location (1,300 sf)

- Keep other offices at South Street
- Reduce size/# meeting rooms
- Reduce other office sizes/numbers
 - Public Guardian (200 sf)
 - Sheriff Sub-Station (500 sf)
 - D.A. (340 sf)
- Totals about 5,900 sf
- Other?

Ways to reduce size to 42,000 sf
But, problem of under-sizing less-forgiving
when you own building

- Total Bishop Office Space = 39,691 sf
 - Does not include INET
- Leased Bishop Office Space = 34,143 sf
- Current average rent cost = \$0.87/sf/mo
- Current rent increase = 4.11% per year

Current Assumptions (Actuals) For Cost Analysis

- ❑ **Only currently Leased-space (used 34,143 sf) to New Building (42,000 sf); or**
 - ❑ **Most conservative approach**
 - Did not include South St (5,458 sf)
 - Did not include INET (2,550 sf)
 - 2. Actual Bishop Space (39,691 sf) to New Building; or**
 - Included South St (5,458 sf)
 - But, does not include INET (2,550 sf)
 - 3. Presume proposed Building meets actual needs; or**
 - Leasing 42,000 sf to building 42,000sf
 - Apples to Apples
-
- Analyze with NO increases in lease costs (most conservative)
 - Analyze with 4.11% increase in lease costs

How to Best Compare Costs?

Building Size (compared to 42,000 sf)	No Rent Increase	4.11% Annual Rent Increase
34,143 SF (Current Leased Space)	42 Years	24.5 Years
39,691 SF (Current Total Bishop Space)	35.5 Years	22 Years
42,000 SF (Size of Proposed New Building)	33.5 Years	24.5 Years

- Average Lease Cost = \$0.87/SF **(subject to annual increases)**
- 42,000 SF Building will cost \$14,750,001 over 20 years = \$1.463/SF - Fixed

When does Building pay for itself?

Building Size (compared to 45,368 sf)	No Rent Increase	4.11% Annual Rent Increase
34,143 SF (Current Leased Space)	48.5 Years	27.5 Years
39,691 SF (Current Total Bishop Space)	42 Years	24.5 Years
45,368 SF (Size of Proposed New Building)	36 Years	22.5 Years

- Average Lease Cost = \$0.87/SF (**subject to annual increases**)
- 45,368 SF Building will cost \$17,150,000 over 24 years = \$1.3125/SF - Fixed

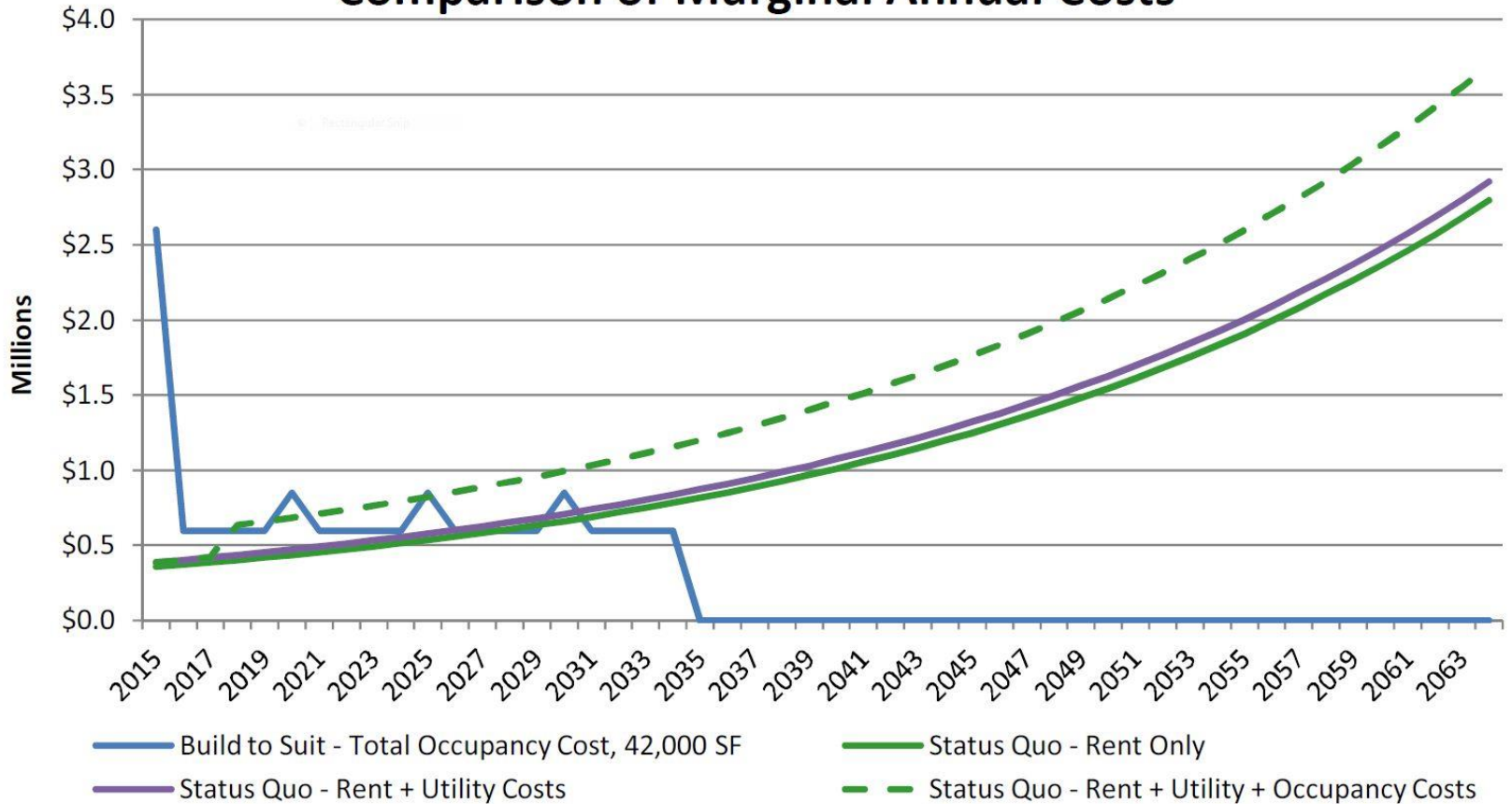
When does Building pay for itself?

In addition to savings on rent:

- Will save 23%, or \$27,056 per year, in energy costs (assuming no rate increases)
 - \$541,120 over 20-years
 - \$825,208 over 30.5 years; and,
 - \$1,352,800 over 50-years
- Property tax savings
- Personnel costs
 - E.g., if, after 4-years, able to eliminate four (4) positions, at \$45,000/yr salary & benefits, = \$180,000+ per year savings
- Other occupancy costs (e.g., insurance, deferred maintenance, etc.)
 - In last 25-years, \$425,000 spent on deferred maintenance at Bishop offices, including those being leased

More ways this saves money

Comparison of Marginal Annual Costs

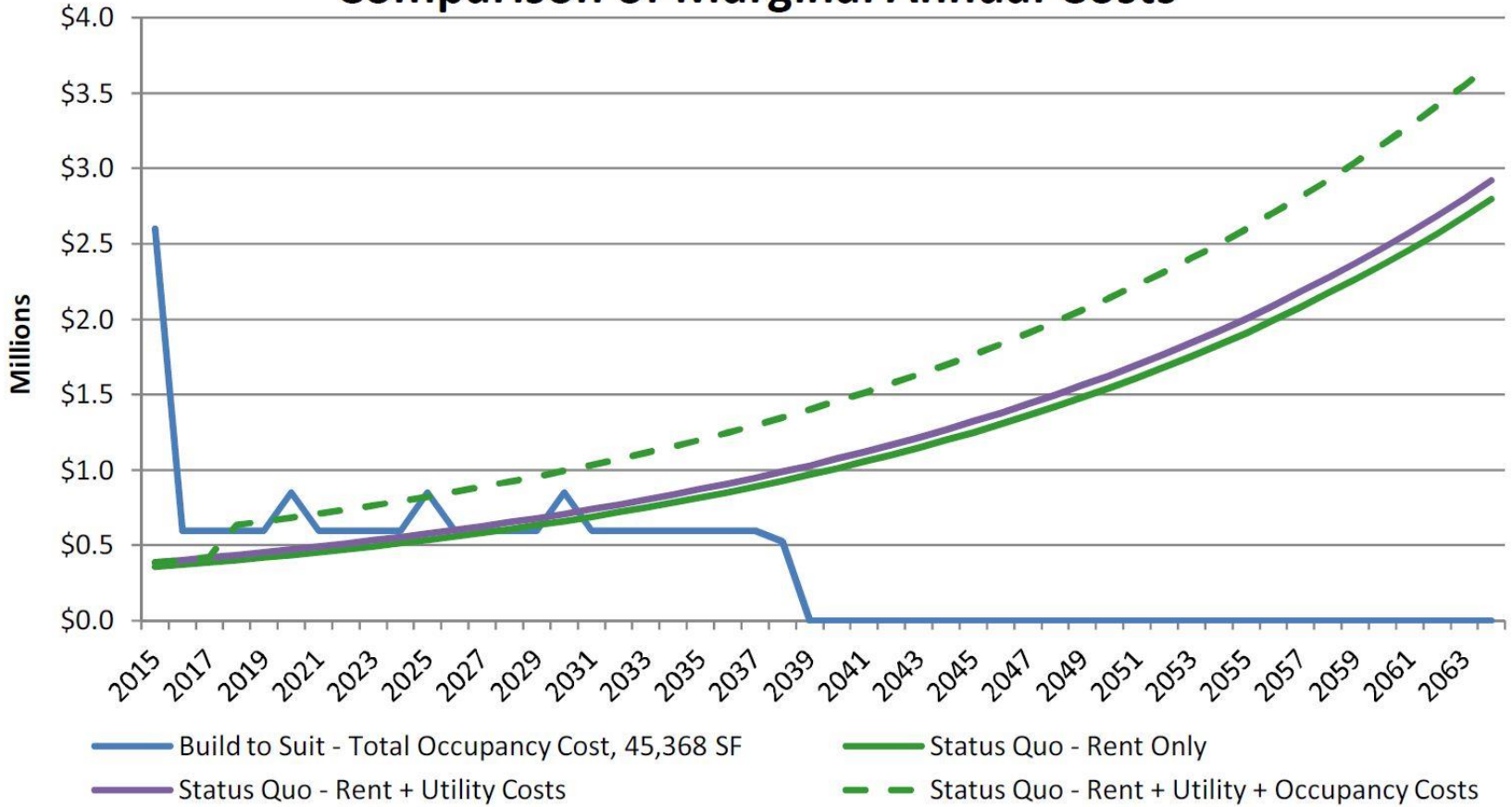


Cumulative Savings 1 - 42,000 sf

YEAR	Build-to-Suit -- 42,000 SF	Status Quo - Rent Only (Updated 7/10/13)	Excess Utility, Property Tax Costs	Status Quo w/ Excess Utility, Property Tax Costs	Added Personnel Costs	Status Quo w/ Excess Utility, Property Tax Costs & Added Personnel Costs	Total Potential Savings
2015	\$2,600,000	\$357,038	\$31,539	\$388,577	\$0	\$388,577	(\$2,211,423)
2016	\$600,000	\$371,742	\$32,416	\$404,157	\$0	\$404,157	(\$195,843)
2017	\$600,000	\$387,098	\$33,318	\$420,416	\$0	\$420,416	(\$179,584)
2018	\$600,000	\$403,139	\$34,245	\$437,384	\$199,381	\$636,765	\$36,765
2019	\$600,000	\$419,894	\$35,199	\$455,093	\$205,362	\$660,456	\$60,456
2020	\$850,000	\$437,398	\$36,181	\$473,579	\$211,523	\$685,102	(\$164,898)
2021	\$600,000	\$455,686	\$37,190	\$492,876	\$217,869	\$710,745	\$110,745
2022	\$600,000	\$474,794	\$38,227	\$513,021	\$224,405	\$737,426	\$137,426
2023	\$600,000	\$494,760	\$39,295	\$534,055	\$231,137	\$765,192	\$165,192
2024	\$600,000	\$515,625	\$40,393	\$556,018	\$238,071	\$794,089	\$194,089
2025	\$850,000	\$537,431	\$41,522	\$578,953	\$245,213	\$824,166	(\$25,834)
2026	\$600,000	\$560,222	\$42,683	\$602,905	\$252,570	\$855,475	\$255,475
2027	\$600,000	\$584,044	\$43,878	\$627,921	\$260,147	\$888,068	\$288,068
2028	\$600,000	\$608,945	\$45,106	\$654,051	\$267,951	\$922,003	\$322,003
2029	\$600,000	\$634,977	\$46,370	\$681,347	\$275,990	\$957,336	\$357,336
2030	\$850,000	\$662,192	\$47,670	\$709,862	\$284,270	\$994,131	\$144,131
2031	\$600,000	\$690,646	\$49,007	\$739,653	\$292,798	\$1,032,451	\$432,451
2032	\$600,000	\$720,399	\$50,382	\$770,781	\$301,582	\$1,072,362	\$472,362
2033	\$600,000	\$751,510	\$51,797	\$803,307	\$310,629	\$1,113,936	\$513,936
2034	\$600,000	\$784,045	\$53,252	\$837,297	\$319,948	\$1,157,244	\$557,244
2035	\$0	\$817,988	\$54,749	\$872,737	\$329,546	\$1,202,283	\$1,202,283
2036	\$0	\$853,400	\$56,289	\$909,689	\$339,433	\$1,249,122	\$1,249,122
2064	\$0	\$2,795,896	\$123,053	\$2,918,948	\$776,597	\$3,695,546	\$3,695,546
Totals	\$14,750,000	\$59,334,758	\$3,362,374	\$62,697,133	\$20,017,147	\$82,714,280	\$67,964,280

WHEN DOES THE NEW BUILDING COST LESS THAN RENTING?

Comparison of Marginal Annual Costs



Cumulative Savings 2 - 45,368 sf

	Build-to-Suit -- 45,368 SF	Status Quo - Rent Only (Updated 7/10/13)	Excess Utility, Property Tax Costs	Status Quo w/ Excess Utility, Property Tax Costs	Added Personnel Costs	Status Quo w/ Excess Utility, Property Tax Costs & Added Personnel Costs	Total Potential Savings
2015	\$600,000	\$357,038	\$31,539	\$388,577	\$0	\$388,577	(\$2,211,423)
2016	\$600,000	\$371,742	\$32,416	\$404,157	\$0	\$404,157	(\$195,843)
2017	\$600,000	\$387,098	\$33,318	\$420,416	\$0	\$420,416	(\$179,584)
2018	\$600,000	\$403,139	\$34,245	\$437,384	\$199,381	\$636,765	\$36,765
2019	\$600,000	\$419,894	\$35,199	\$455,093	\$205,362	\$660,456	\$60,456
2020	\$850,000	\$437,398	\$36,181	\$473,579	\$211,523	\$685,102	(\$164,898)
2021	\$600,000	\$455,686	\$37,190	\$492,876	\$217,869	\$710,745	\$110,745
2022	\$600,000	\$474,794	\$38,227	\$513,021	\$224,405	\$737,426	\$137,426
2023	\$600,000	\$494,760	\$39,295	\$534,055	\$231,137	\$765,192	\$165,192
2024	\$600,000	\$515,625	\$40,393	\$556,018	\$238,071	\$794,089	\$194,089
2025	\$850,000	\$537,431	\$41,522	\$578,953	\$245,213	\$824,166	(\$25,834)
2026	\$600,000	\$560,222	\$42,683	\$602,905	\$252,570	\$855,475	\$255,475
2027	\$600,000	\$584,044	\$43,878	\$627,921	\$260,147	\$888,068	\$288,068
2028	\$600,000	\$608,945	\$45,106	\$654,051	\$267,951	\$922,003	\$322,003
2029	\$600,000	\$634,977	\$46,370	\$681,347	\$275,990	\$957,336	\$357,336
2030	\$850,000	\$662,192	\$47,670	\$709,862	\$284,270	\$994,131	\$144,131
2031	\$600,000	\$690,646	\$49,007	\$739,653	\$292,798	\$1,032,451	\$432,451
2032	\$600,000	\$720,399	\$50,382	\$770,781	\$301,582	\$1,072,362	\$472,362
2033	\$600,000	\$751,510	\$51,797	\$803,307	\$310,629	\$1,113,936	\$513,936
2034	\$600,000	\$784,045	\$53,252	\$837,297	\$319,948	\$1,157,244	\$557,244
2035	\$600,000	\$817,988	\$54,749	\$872,737	\$329,546	\$1,202,283	\$602,283
2036	\$600,000	\$853,400	\$56,289	\$909,689	\$339,433	\$1,249,122	\$649,122
2037	\$600,000	\$890,346	\$57,872	\$948,218	\$349,616	\$1,297,834	\$697,834
2038	\$600,000	\$928,891	\$59,502	\$988,393	\$360,104	\$1,348,497	\$748,497
2039	\$0	\$969,105	\$61,178	\$1,030,283	\$370,907	\$1,401,190	\$1,401,190
2064	\$0	\$2,795,896	\$123,053	\$2,918,948	\$776,597	\$3,695,546	\$3,695,546
Totals	\$15,150,000	\$59,334,758	\$3,362,374	\$62,697,133	\$20,017,147	\$82,714,280	\$65,564,280

WHEN DOES THE NEW BUILDING COST LESS THAN RENTING?

Proposed Building Size	Annual Payment with 25 Year Term	Annual Payment with 30 Year Term
42,000 sf	\$526,660	\$463,240
45,368 sf	\$584,930	\$533,260

Includes \$2 million initial payment and \$250,000 payments in Years 5, 10, 15 per Term Sheet

How a longer term might look

Allocated Square Feet Pro-rated by Possible Funding Sources

- About 26.3% General Fund departments (except HHS)
- About 43.1% HHS
- About 24.8% Public Safety offices
- About 5.8% sf Non General Fund

Funding by Source

- Initial \$2 Million
 - General Fund
 - \$1,504,000 - Other
 - Criminal Justice Facilities Trust
 - About \$496,000
 - Other
 - \$1,504,000 – General Fund
- Annual Rent (*Based on \$600K/yr)
 - Non-General Fund departments and HHS pay their share
 - About \$293,400 / year
 - General Fund
 - About \$157,800 / year
 - Criminal Justice Facilities Trust / Other
 - \$148,800

Funding



IV. Input & Next Steps

Caveats, Choices, Community Meetings, Next Steps

- **Financing rates at 40-year low!**
- Term Sheet over a year old
- Markets & interest rates starting to move
 - Cost of developer's financing could go up
- Construction costs at all time low
 - Costs could go up
- Rents at all time low
- **Window is closing**
 - Costs will go up abruptly

Caveats

Today

1. Input regarding presentation for Community Meetings?
2. Community meeting dates?
3. Input regarding preliminary space plan?
4. Other Preferences?
 - Apparent consequence of going with 45,368 sf extends lease 3 - 4 years
 - Extending term 30 to 35 years reduces annual rent

After Community Meetings

1. Additional Board input on space plan
 - Architect finalizes space plan based on Board direction
2. Board consideration of non-binding Design Review
 - Term Sheet updated based on final square feet
 - If approved, proceed to develop Final Documents

Choices

- Community Meetings

- Independence:
 - Monday evening, July 22, 2013
- Lone Pine:
 - Wednesday evening, July 31, 2013
- Big Pine:
 - Thursday evening, August 1, 2013
- Bishop:
 - Saturday morning August 3, 2013

1. Board of Supervisors direction regarding design modifications
2. Board of Supervisors considers non-binding approval of final design
3. Update Term Sheet

Next Steps

Department: Administration Services: CAO; Personnel; Risk Management; IT; Public Guardian

Location:

Contact Name:

STAFF *Specific to this Department*

Title / Role / Employee	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			2103	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014		2012	2013	2014	STAFF	SF
01 CAO Conference/Board Offices		1			3					1				1						0	6	0	6	618
02																				0	0	0	0	0
03 Personnel		1								1										0	2	0	2	210
04 Risk Management					1								1							0	2	0	2	168
05																				0	0	0	0	0
06																				0	0	0	0	0
07 IT													2							0	2	0	2	96
08																				0	0	0	0	0
09 Public Guardian		2																		0	2	0	2	360
10																				0	0	0	0	0
11																				0	0	0	0	0
12																				0	0	0	0	0
Total	0	4	0	0	4	0	0	0	0	2	0	0	4	0	0	0	0	0	0	0	14	0	14	1,452
Total Quantity per Typical	4			4			0		2			4			0									

ANCILLARY SPACE *Specific to this Department*

Room Name	Remarks	Remarks	S.F.	Qty.	Qty.	Qty.	TOTAL	TOTAL
			each	2012	2013	2014	COUNTS	SF
A Data Center	Room adjacent to IT workstations. (12x15')		180	1			1	180
B Meeting Area	At Legal Services Suite		144		1		1	144
C Lobby	Seats 4		120		1		1	120
D Visitor Office	Shared		120		1		1	120
E Storage/Copy/Files	Shared		150		1		1	150
F Storage - Public Guardian			80		1		1	80
Total Department U.S.F.							794	

ADJACENCIES *Specific to this Department*

Requirement	Departments
High	
Medium	
Low	

COMMENTS *Specific to this Department*

Public Guardian - to be Separate from Administration Services

Total Square Footage for this Department 2,246
 40% Circulation Factor 898
Total Department U.S.F. 3,144

Department: General Services: AG Weighs and Means; Building and Safety; Environmental Health; Parks/Motor Pool/Waste Management; UCCE Farm Advisory; Budget Analyst
 Location:
 Contact Name:

STAFF *Specific to this Department*

Title / Role / Employee	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			2103	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014		2012	2013	2014	STAFF	SF		
01 AG Weighs and Means				1			2			4						2						0	9	0	9	512
02																						0	0	0	0	0
03 Building and Safety				1					1				1									0	3	0	3	198
04																						0	0	0	0	0
05 Environmental Health				1									2									0	3	0	3	216
06																						0	0	0	0	0
07 Parks/Motor Pool/Waste Management		1								2			3									0	6	0	6	384
08																						0	0	0	0	0
09 UCCE Farm Advisory				1									3									0	4	0	4	264
10																						0	0	0	0	0
11 Budget Analyst							1															0	1	0	1	100
12																						0	0	0	0	0
Total	0	1	0	0	4	0	0	3	0	0	7	0	0	9	0	0	2	0	0	0	0	0	26	0	26	1,674
Total Quantity per Typical		1			4			3			7			9			2									

ANCILLARY SPACE *Specific to this Department*

Room Name	Remarks	Remarks	S.F.	Qty.	Qty.	Qty.	TOTAL	TOTAL
			each	2012	2013	2014	COUNTS	SF
A Meeting Room	Shared - 14-16 Persons - 13 x 24		320		1		1	320
B Public Counter	Shared with AG, Building, E. Health, and UCCE - Provide 20' Long Counter		200		1		1	200
C Plotter - AG	Can Be Located in Open Area		60		1		1	60
D Drawing Layout Space	Building and Safety		60		1		1	60
E Storage - ENV Health	10 x 10		100		1		1	100
F Storage - UCCE	10 x 10		100		1		1	100
G Storage - AG	10 x 10		100		1		1	100
H Library	Shared at Counter Area		100		1		1	100
								1,040

ADJACENCIES *Specific to this Department*

Requirement	Departments
High	Budget Analyst to be Located with Parks/Motor Pool/Waste Management
High	AG Weighs and Means to be Located on the First Floor with Exterior Entry
Low	

Total Square Footage for this Department 2,714
 40% Circulation Factor 1,086
 Total Department U.S.F. 3,800

COMMENTS *Specific to this Department*

UCCE - Offsite Storage
AG - Offsite Storage
Group to be Located on the First Floor
Parks/Motor Pool/Waste Management may be Located on Second Floor Adjacent to Admin.

Department: Legal Services (Separate Suites): Child Support Services; County Counsel; District Attorney

Location:

Contact Name:

STAFF *Specific to this Department*

Title / Role / Employee	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			2103	TOTAL			TOTAL STAFF	TOTAL SF		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014		2012	2013	2014				
01 Child Support Services					1			1						8								0	10	0	10	604
02																						0	0	0	0	0
03 County Counsel		2												1								0	3	0	3	408
04																						0	0	0	0	0
05 District Attorney					5			2			1			2								0	10	0	10	926
06																						0	0	0	0	0
07																						0	0	0	0	0
08																						0	0	0	0	0
09																						0	0	0	0	0
10																						0	0	0	0	0
11																						0	0	0	0	0
12																						0	0	0	0	0
Total	0	2	0	0	6	0	0	3	0	0	1	0	0	11	0	0	0	0	0	0	0	0	23	0	23	1,938
Total Quantity per Typical	2			6			3			1			11					0								

ANCILLARY SPACE *Specific to this Department*

Room Name	Remarks	Remarks	S.F. each	Qty. 2012	Qty. 2013	Qty. 2014	TOTAL COUNTS	TOTAL SF
A Meeting Room	14-16 Persons - 13 x 24		320	1			1	320
B Interview Room - Child Services	8 x 10		80		2		2	160
C Interview Room - District Attorney	6 x 8		48		1		1	48
D Storage - District Attorney	Copy, Printers, Files		200		1		1	200
E Storage - Child Services	Copy 12 x 12		144		1		1	144
F Storage - County Counsel	Copy and Files		200		1		1	200
G Library	Shared between County Counsel and DA		150		1		1	150
H Lobby	(1) Each Suite (County Counsel -open area with workstation, bookcases, and seating for 2-3)		144		3		3	432
I Meeting Room	6 Persons		120		2		2	240
J Storage - District Attorney	CLETS - 6 x 8		48		1		1	48
K Visitor Office - Shared	Locate near County Counsel		120		1		1	120
								2,062

ADJACENCIES *Specific to this Department*

Requirement	Departments
High	
Medium	
Low	

COMMENTS *Specific to this Department*

DA Files Offsite (7) years

Total Square Footage for this Department 4,000
40% Circulation Factor 1,600
Total Department U.S.F. 5,600

3

Design Review

Department: Sheriff; Veteran Services; Animal Control

Location:

Contact Name:

STAFF *Specific to this Department*

Title / Role / Employee	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			2103	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014		2012	2013	2014	STAFF	SF
01 Veteran Services					1															0	1	0	1	120
02																				0	0	0	0	0
03 Animal Control													2							0	2	0	2	96
04																				0	0	0	0	0
05 Sheriff		1			6								1							0	8	0	8	948
06																				0	0	0	0	0
07																				0	0	0	0	0
08																				0	0	0	0	0
09																				0	0	0	0	0
10																				0	0	0	0	0
11																				0	0	0	0	0
12																				0	0	0	0	0
Total	0	1	0	0	7	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	11	0	11	1,164
Total Quantity per Typical		1			7			0		0			3											

ANCILLARY SPACE *Specific to this Department*

Room Name	Remarks	Remarks	S.F.	Qty.	Qty.	Qty.	TOTAL	TOTAL
			each	2012	2013	2014	COUNTS	SF
A Meeting Room	14-16 Persons - 13 x 24		320		1		1	320
B Interview Room-Sheriff	10 x 10		100		1		1	100
C Interview Room - Sheriff	6 x 8		48		1		1	48
D Storage - Copy, Printers, Files	Sheriff		144		1		1	144
E Swat Room	12 x 12		144		1		1	144
F Report Writing	6 TD Spaces Plus Lockers, Gun Lockers (16 x 30 - 12 Officers - Shared)		480		1		1	480
G Lobby	10 x 10		100		1		1	100
H Evidence Intake/Storage	10 x 30 (3) Separate Rooms		300		1		1	300
I Drug Testing R/R	HC R/R Plus Adjacent Counter Space w/ Storage for Drug Kits		130		1		1	130
								1,766

ADJACENCIES *Specific to this Department*

Requirement	Departments
High	
Medium	
Low	

Total Square Footage for this Department 2,930
 40% Circulation Factor 1,172
Total Department U.S.F. 4,102

COMMENTS *Specific to this Department*

Department: Probation Department

Location:

Contact Name:

STAFF *Specific to this Department*

Title / Role / Employee	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			2103	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014		2012	2013	2014	STAFF	SF
01 Probation		1																	0	1	0	1	180	
02																			0	0	0	0	0	
03 Adult					1								9				2		0	12	0	12	624	
04																			0	0	0	0	0	
05 Juvenile					1								5				1		0	7	0	7	396	
06																			0	0	0	0	0	
07																			0	0	0	0	0	
08																			0	0	0	0	0	
09																			0	0	0	0	0	
10																			0	0	0	0	0	
11																			0	0	0	0	0	
12																			0	0	0	0	0	
Total	0	1	0	0	2	0	0	0	0	0	0	0	14	0	0	0	3	0	0	20	0	20	1,200	
Total Quantity per Typical	1			2			0			0			14			3								

ANCILLARY SPACE *Specific to this Department*

Room Name	Remarks	Remarks	S.F.	Qty.	Qty.	Qty.	TOTAL	TOTAL
			each	2012	2013	2014	COUNTS	SF
A Meeting Room	14-16 Persons - 13 x 24 - Shared w/Sheriff		320		0		0	0
B Interview Room - Shared	8 x 10, Insulated Rooms, Off Corridor		80		4		4	320
C Storage - Shared	Copy, Printers, Files (Allow for 8 - 4 Drawer Files)		200		1		1	200
D Lobby - Adult			144		1		1	144
E Lobby - JV			144		1		1	144
F CLETS Closet, Gun Safe - Shared	6 x 12, Secured Room with Computer and T1 Line		72		1		1	72
G Meeting Room - Shared	6 Persons - 10 x 12		120		1		1	120
H Drug Testing R/R - Shared			80		2		2	160
								1,160

ADJACENCIES *Specific to this Department*

Requirement	Departments
High	HHS Wrap Team (1 Workstation to be Included)
Medium	
Low	

Total Square Footage for this Department 2,360
 40% Circulation Factor 944
Total Department U.S.F. 3,304

COMMENTS *Specific to this Department*

Offsite File Storage
Adult and Juvenile Divisions to be Separate Suites

Department: HHS: Administration; Public Health; Behavioral Health; Adult & Children's Social Services; Employment & Eligibility; Prevention; Quality Assurance/Quality Improvement
 Location:
 Contact Name:

STAFF *Specific to this Department*

Title / Role / Employee	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			2103	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014		2012	2013	2014	STAFF	SF
01 Administration	2			1									1			1				0	5	0	5	564
02 Public Health	2						1						6			3				0	12	0	12	856
03 Behavioral Health - Admin.	2												1			3				0	6	0	6	516
04 Behavioral Health - Child & Family M							1						4							0	5	0	5	292
05 Behavioral Health - Adult MHS							1						6							0	7	0	7	388
06 Behavior Health - Substance Abuse							1						3							0	4	0	4	244
07 A&C - Admin.	1												1							0	2	0	2	228
08 A&C - Child Welfare							1						6							0	7	0	7	388
09 A&C - Health & Human Services							1						5							0	6	0	6	340
10 A&C - Adult Social Services							2						3							0	5	0	5	344
11 A&C - Wraparound							1						4							0	5	0	5	292
12 Employment & Eligibility	1						3						12			2				0	18	0	18	1,128
13 Prevention							2						5							0	7	0	7	440
14 Quality Assurance/Quality Improvem													3							0	3	0	3	144
Total	0	8	0	0	1	0	0	14	0	0	0	0	0	60	0	0	9	0	0	0	92	0	92	6,164
Total Quantity per Typical	8			1			14						60			9								

ANCILLARY SPACE *Specific to this Department*

Room Name	Remarks	S.F.	Qty.	Qty.	Qty.	TOTAL	TOTAL
		each	2012	2013	2014	COUNTS	SF
A Meeting Room	14-16 Persons - 13 x 24 - Shared	320		1		1	320
B Meeting Room	25 Persons - Shared - 1st Floor	460		1		1	460
C Storage - Copy, Printers, Supplies	Shared by HHS	200		2		2	400
D Lobby	Shared Lobby to all HHS	300		1		1	300
E Computer Training Room	20-24 Persons - Shared with Building - 1st Floor, next to E&E - Prefer Access to Exterior	750		1		1	750
F Training Room	20-30 Persons - Shared with Building - 1st Floor, next to E&E - Prefer Access to Exterior	750		1		1	750
G Meeting Room - Prevention	6 Persons - 10 x 12	120		1		1	120
H File Room	Shared to all HHS	150		2		2	300
I Storage - Prevention	Books, Bins	100		1		1	100
J Interview Rooms	8 x 12 - Near Lobby	96		8		8	768
K Drug Testing R/R - Beh. Health	Testing - To be shared with and located in Clinic	130		0		0	130
ADJACENCIES <i>Specific to this Department</i>							4,398

ADJACENCIES *Specific to this Department*

Requirement	Departments
High	A&C Wraparound to be Located Next to Probation (Include 1 Probation WS)
High	Quality to be Located Next to Administration
High	A&C Child Welfare and A&C Health & Human Services to be Located Next to A&C Wraparound

Total Square Footage for this Department 10,562

40% Circulation Factor 4,225

Total Department U.S.F. 14,787

COMMENTS *Specific to this Department*

Offsite File Storage
Employment & Eligibility and Behavioral Health to be Located on the First Floor
Front Office Space adjacent to Lobby to include WS for 1-Admin., 3-Pub. H., 3-Beh. H., 2-E&E
Shared Offices include 1-Admin., 1-Public Health

Department: HHS: Clinic

Location:

Contact Name:

STAFF *Specific to this Department*

Title / Role / Employee	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			2103	TOTAL 2012	TOTAL 2013	TOTAL 2014	TOTAL STAFF	TOTAL SF			
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014									
01																				0	0	0	0	0			
02																					0	0	0	0	0		
03																					0	0	0	0	0		
04																					0	0	0	0	0		
05																					0	0	0	0	0		
06																					0	0	0	0	0		
07																					0	0	0	0	0		
08																					0	0	0	0	0		
09																					0	0	0	0	0		
10																					0	0	0	0	0		
11																					0	0	0	0	0		
12																					0	0	0	0	0		
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Quantity per Typical	0			0			0			0			0			0											

ANCILLARY SPACE *Specific to this Department*

Room Name	Remarks	Remarks	S.F.	Qty.	Qty.	Qty.	TOTAL COUNTS	TOTAL SF
			each	2012	2013	2014		
A Lab			120		1		1	120
B Exam			160		2		2	320
C Storage			100		1		1	100
D Drug Testing R/R	To be shared with Behavioral Health		130		1		1	130
E Chart / File Area			120		1		1	120
F Lobby			120		1		1	120
G Nurses Station			48		1		1	48
							958	

ADJACENCIES *Specific to this Department*

Requirement	Departments
High	
Medium	
Low	

COMMENTS *Specific to this Department*

Offsite File Storage
Clinic to be Located on the First Floor with Own Entry

Total Square Footage for this Department 958
 40% Circulation Factor 383
Total Department U.S.F. 1,341

ANCILLARY SPACE SUMMARY

Room Name	Remarks	S.F. each	Qty. 2011	Qty. 2012	Qty. 2013	TOTAL S.F.	TOTAL COUNTS
A Conference Room	20-24 Persons - 18 x 30	540		1		540	1
B Conference Room	12-14 Persons - 24 x 14	336		1		336	1
C Community Room	Divided Room	1000		1		1,000	1
D Break Areas	10 x 10	100		3		300	3
E Lunch Room	50 Persons	750		1		750	1
F Copy /Mail Room	10 x 15	150		1		150	1
G Meeting Rooms	12 x 12	144		4		576	4
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						0	0
						3,652	

Circulation Factor (40%)	1,461
Total Ancillary U.S.F.	5,113

OVERALL PROGRAMMING SUMMARY

DEPARTMENTAL

Sht.#	Sheet Name	Private Office 12 x 15			Private Office 10 x 12			Private Office 10 X 10			Touch Down 5 X 6			Workstation 8 X 6			Workstation 6 X 6			Ancillary Space	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL				
		2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2013	2012	2013	2014	DEPT. STAFF	DEPT. S.F.				
01	Administrative Services	0	4	0	0	4	0	0	0	0	0	0	0	2	0	0	4	0	0	0	0	0	0	794	0	14	0	14	3,144
02	General Services	0	1	0	0	4	0	0	3	0	0	7	0	0	9	0	0	2	0	1,040	0	26	0	26	3,800				
03	Legal Services	0	2	0	0	6	0	0	3	0	0	1	0	0	11	0	0	0	2,062	0	23	0	23	5,600					
04	Sheriff, Veteran Services, Animal Con	0	1	0	0	7	0	0	0	0	0	0	0	0	3	0	0	0	1,766	0	11	0	11	4,102					
05	Probation	0	1	0	0	2	0	0	0	0	0	0	0	0	14	0	0	3	1,160	0	20	0	20	3,304					
06	HHS	0	8	0	0	1	0	0	14	0	0	0	0	0	60	0	0	9	4,398	0	92	0	92	14,787					
07	HHS Clinic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	958	0	0	0	0	1,341					
Total		0	17	0	0	24	0	0	20	0	0	10	0	0	101	0	0	14	0	12,178	0	186	0	186	36,078				

Total Quantity per Typical

Office Staff 186
Office SF per person 194

Square Footage Sub - Total 36078

ANCILLARY

Ancillary Space Summary	Company Wide - Shared (Not Including Department Specific Ancillary Space)	TOTAL S.F.	5,113
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USEABLE Total Square Feet 41,191
*ADD 8% for Core area(Rentable number) 3,295
RENTABLE TOTAL 44,486

9

Design Review

ATTACHMENT C

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12th day of *November* 2013 an order was duly made and entered as follows:

CAO-P.W./County
Consolidated Office
Building Project
Conceptual Plan

The Board received presentations from the Deputy Public Works Director, Mr. Jim Tatum, and Mr. Allen Kotin on the proposed Inyo County Consolidated Office Building Project in Bishop. Mr. Tatum reviewed the revised concept plans for the project. The Board and Mr. Tatum discussed the changes to the plans, with Supervisor Kingsley reiterating his concern with the amount of space dedicated to meeting rooms. Mr. Kotin reviewed the cost analysis data, explaining that because the interest rates are increasing the building is going to cost the County more money. The Board and staff discussed that the new costs exclude the trade of the County land. The Board, staff, and Mr. Kotin continued to discuss the project in detail and at length. Moved by Supervisor Griffiths and seconded by Supervisor Pucci to A) approve the Option 6 non-binding Concept Plans for the Inyo County Consolidated Office Building Project in Bishop, California; B) approving an updated non-binding Term Sheet for Build-to-Suit Lease Option Agreement between the County of Inyo and Inyo County Development LLC; and C) authorize staff to proceed to work with Inyo County Development LLC to develop a Build-to-Suit Lease Option Agreement for the Consolidated Office Building Project to be considered by the Board at a future date. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 12th

Day of November 2013



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other CAO - P.W.	_____
DATE: November 26, 2013	



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 10:30 a.m. Closed Session Informational

FROM: County Administrator – Public Works

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Consideration of Non-Binding Concept Plans and Updated Non-Binding Term Sheet for Consolidated County Office Building in Bishop, California, and authorization to proceed with preparation of Build-To-Suit Lease Option Agreement

DEPARTMENTAL RECOMMENDATION:

Request your Board consider:

- a) Approving non-binding Concept Plans (Attachment A) for an Inyo County Consolidated Office Building Project in Bishop, California;
- b) Approving an updated non-binding Term Sheet (Attachment B) for Build-To-Suit Lease Option Agreement between Inyo County and Inyo County Development LLC; and,
- c) Authorizing staff to proceed to work with Inyo County Development LLC to develop a Build-To-Suit Lease Option Agreement for the Consolidated Office Building Project to be considered by your Board at a future date.

SUMMARY DISCUSSION:

Overview

In January 2010, the Board of Supervisors reviewed a Request For Proposals for Consolidated County Office Space in the Bishop area. The RFP process yielded two proposals and, in April 2010, the County entered into negotiations with both proponents. These negotiations resulted in the Board of Supervisors approving an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises on September 6, 2011.

Exclusive Negotiation Agreement

The Exclusive Negotiation Agreement requires Inyo County to negotiate only with Joseph Enterprises (and its partner Inyo County Development LLC) for the development of its consolidated office space project as long as the Agreement remains in effect. Similarly, Joseph Enterprises is prohibited from negotiating with any party, other than Inyo County, for the use of its Wye Road parcel. The Agreement specifies the phasing and timing of deliverables the negotiations are expected to produce, specifically:

1. **Non-Binding Term Sheet Agreement (Phase 1A).** The County and Joseph Enterprises, with Inyo County Development LLC, will negotiate key terms of the anticipated Option, Lease and Land Transaction documents that will be summarized in a non-binding, proposed Term Sheet. The non-binding Term Sheet will be subject to final approval by the Board of Supervisors acting in public, in open session.

2. **Non-Binding Design Review (Phase 1B).** Joseph Enterprises through its partnership with Inyo County Development LLC will develop a space plan at its sole expense, but in consultation with the County. This space plan is anticipated to identify the specific departments and staff positions that will be located in the consolidated offices, and their associated space needs. The space plan will be used to update architectural planning and produce a more detailed conceptual design. The resulting Concept Plans will be submitted to the Board of Supervisors for non-binding approval in open session, in its capacity as prospective tenants only.
3. **Preparation of Final Documents (Phase 2).** If your Board approves the non-binding Term Sheet and Concept Plans required above, the County and Joseph Enterprises/Inyo County Development LLC will draft any transaction documents resulting from the approved Term Sheet and Concept Plans.

Phase 1 A & B were allocated 60-days for completion, with an option to extend the Phase 1 Expiration Date by another 45-days if the County Administrator determined that the negotiations are proceeding in a reasonable manner. However, delays in completing the Term Sheet negotiations and subsequent Design Review process have resulted in amending the Exclusive Negotiation Agreement nine times, and the current deadline for approving the non-binding Term Sheet and Concept Plans specified in Phase 1 A&B is November 30, 2013.

The Exclusive Negotiation Agreement requires that both the Term Sheet and Concept Plans must be approved by the Board of Supervisors acting in open session, and your Board's approval of either the Term Sheet and/or Concept Plans is non-binding on the County. If the Term Sheet or Concept Plans are not approved by your Board, in your Board's sole determination, in the specified timeframe, the Exclusive Negotiation Agreement will automatically terminate. If your Board approves the Concept Plans and Updated Term Sheet today, Phase 1 A & B of the Exclusive Negotiation Agreement will be complete, and the County and Joseph Enterprises/Inyo County Development LLC will proceed to develop the Final Document described as Phase 2 of the Exclusive Negotiation Agreement. Phase 2 needs to be completed within 60-days from the date of approval of the Concept Plans, and may be extended by the CAO for up to 45 additional days. The Final Documents will be approved by your Board in public, in open session, and only upon your Board's approval of these documents will the County be bound to the project.

Term Sheet

The Board of Supervisors approved a non-binding Term Sheet March 13, 2012. The Term Sheet provided that the consolidated offices will be built on 3.31 acres (144,300 square feet) of a 4.94 acre (215,000 square foot) parcel owned by Joseph Enterprises at the corner of Wye Road and Highway 6 in Bishop. The building will be designed and built to County standards, and will be sufficient to allow the County to consolidate County services currently provided in six (6) leased buildings and one (1) County-owned building (207 W. South Street) located throughout the greater Bishop area.

Other key provisions of the March 13, 2102 Term Sheet included:

- A. For the purposes of the Term Sheet, the size of the building is planned to be 42,000 square feet. (The actual size of the building may change as a result of the more comprehensive Design Review process that is the next step identified in the Exclusive Negotiation Agreement.)
- B. The County will own the land (on which the building and associated parking areas are located) upon transfer of a 5.69 acre parcel of land the County owns near Highway 395 and Jay Street, immediately south of the City of Bishop, to the Developer.

- C. The County will agree to lease the building from the Developer for a period of 20-years, after which the County can purchase the building for \$1.
- D. The County will pay the Developer rent consisting of:
 - a. A one-time payment of \$2 Million at the commencement of the lease;
 - b. Annual rent of \$600,000 per year, paid at \$50,000 per month at the beginning of each month, for a period of 20-years (240 months); and,
 - c. Additional rent payments of \$250,000 paid in Year 5 (61st month), Year 10 (121st month), and Year 15 (181st month).
- E. The rent will be “triple net” with the County being responsible for all operating expenses and taxes or assessment if applicable.
- F. The cost of developing the building will be at least \$10 Million inclusive of land, indirect costs, contractor’s fees, and Developer charges, and include a \$0.45 per square foot tenant improvement allowance. These costs will be borne exclusively by the Developer.
- G. The County will have the right of first refusal to rent, and design input with respect to, any development on the remaining 1.63 acres (71,000 square feet) of Joseph Enterprises’ Wye Road parcel.
- H. The development of the building will be accomplished by the County and Developer executing a binding construction and lease agreement, and a binding property exchange agreement. Once the lease is executed, the Developer will have 23 months to complete the building.

Under the March 13, 2012 Term Sheet, the County’s total cost to lease the building for 20 years would be \$14,800,000 plus the transfer of the County’s 5.69 acre Jay Street parcel. The County will acquire a 3.31 acre parcel and, at the conclusion of the 20-year lease agreement, the County can purchase the building for \$1.

Design Review

Following non-binding approval of the Term Sheet, County departments with existing offices in the Bishop area met with the Developer’s architect to create more detailed space plans, at the Developer’s sole expense, that constitute the Concept Plans being considered for non-binding approval by your Board today.

After multiple meetings between department representatives and the Developer’s architect, staff presented “test fits” of the space plans to your Board, along with a detailed overview of the project’s history and updated cost-savings analysis, on July 16, 2013. The same presentation was made at subsequent **Community Meetings** held in Independence, Lone Pine, and Bishop to solicit additional public input about the project.

The test fits and associated cost-savings analysis presented during these meeting was predicated on constructing a 45,368 square foot building, instead of the 42,000 square foot building on which the March 13, 2102 Term Sheet was based. Your Board was advised the Term Sheet would need to be updated to reflect the actual size of the final building. Your Board was also advised that the “window” for completing the Consolidated Office Building project for costs approximating those in the 2012 Term Sheet was rapidly closing, and the project costs would most likely be affected by increases in construction and financing costs since the original Term Sheet was negotiated.

After these public meetings, based on input from your Board, the public, and County departments, the Developer's architect and Public Works and Administration staff met with department representatives to further revise the test fits in an effort to reduce the size of the building. This resulted in your Board being presented with two design options at its October 1, 2013, meeting: Test Fit 3 at 45,368 square feet; and, Test Fit 3A at 43,656 square feet. Your Board directed that staff work with the developer to revise the test fit and bring back Concept Plans, for non-binding approval, for a Consolidated Building between 41,000 square feet and 43,000 square feet.

Concept Plans

As directed by your Board on October 1st, Public Works and County Administration staff has worked with the Developer's architect and departmental staff to reduce the size of the building. This, coupled with some unilateral decisions made by the Project Team, has resulted in the test fit, and non-binding Concept Plans (Attachment A) being presented for your Board's approval today. As presented, the size of the building will be 1,944 square feet.

The reduced building size is the result of providing only minimum space for County Counsel and Administration functions in the new building; anticipating that more of these services will be based in Independence. In addition, the test fit being presented today differs from those presented on October 1st as follows:

- Eliminated five departmental conference rooms;
- Reduced circulation and open areas;
- Where practical, converted offices throughout building to workstations;
- Co-located law library with legal conference area;
- Eliminated dedicated Board of Supervisors' offices;
- Combined drug testing and public health clinic bathrooms;
- Converted public health clinic lobby into office space;
- Replaced five HHS administrative offices with an open-floor plan;
- Converted four legal offices into either interview rooms or workstations; and,
- Increased communal conference areas and moved their location to provide hallway access.

The changes serve to reduce square footage and limit Tenant Improvement cost increases by eliminating hard walls and fixtures. However, even though the test fit being recommended to your Board reduces the size of the Building to 41,944 square feet, the Developer has estimated that the tenant improvement costs associated with the current design are \$55 per square foot. The March 13, 2102 Term Sheet only provided a tenant improvement allowance of \$50 per square foot.

Updated Term Sheet

Although the Concept Plans being presented today are for a 41,944 square foot building, and the March 13, 2012 Term Sheet was predicated on a 42,000 square foot building, it has been necessary to update the Term Sheet to reflect increased costs.

During the public meetings held this summer and fall, your Board was apprised that certain factors – such as increased construction costs and higher interest rates affecting the Developer's ability to finance the project –

could affect building costs. To some extent, these cost factors have materialized and significantly increased the cost of the building. They include:

- Development costs (before financing) have increased from \$10,616,000 (March 2012) to \$10,958,000 (October 2013), or \$342,000. These costs would have been higher, except that the Developer claims to have absorbed \$375,000 of additional costs not reflected in the \$10,958,000 figure; and,
- Interest rates affecting the Developer's cost of financing the building have increased from an all-in rate of approximately 3.39% to an all-in rate of approximately 4.29%, and increase of 90-basis points, adding \$1,496,000 to the total cost of the building.

With no other changes to the transaction terms agreed to in March 2012, and based on the current size of the building, these higher costs result in increasing the base annual rent payment from \$600,000 a year to \$674,808 a year, for 20-years, plus an additional estimated \$210,000 in Tenant Improvement costs. If these Tenant Improvement costs are amortized over 20 years as part of the lease payment, the annual payment is approximately \$690,264.

During negotiations to update the Term Sheet, a discrepancy was identified in the original 2012 Term Sheet with respect to the disposition of the County's Jay Street parcel and Joseph Enterprises' Wye Road parcel. The March 13, 2102 Term Sheet anticipates that the County's Jay Street parcel will be exchanged for 3.31 acres of Joseph Enterprises' Wye Road parcel in Section 1 and Section 6 of the Term Sheet, and this has been consistently conveyed to your Board and the public during various public discussions. However, Exhibit C (Initial Cost Estimate) to the March 13, 2102 Term Sheet shows the Wye Road parcel being valued at \$604,000 and included as part of the original \$10,616,000 development costs. As a result, the cost of the Wye Road property is factored into the financing and development costs on which the County's lease will be based.

This discrepancy was shared with the Developer during negotiations to update the Term Sheet, and County representatives suggested that (a) the cost of the Wye Road parcel (\$604,000) be removed from the development costs; (b) the value of the County land (\$750,000) be credited against development costs; or, (c) that the County's land be removed from the transaction (which would permit the County to sell the property, or develop it). In light of this discrepancy, and as a result of the negotiations to update the Term Sheet, the Developer has agreed to remove the County's Jay Street parcel from the transaction. The County will now retain ownership of the Jay Street parcel, which it could choose to sell or develop it for other purposes.

Analysis

Keeping in mind the 2011-2012 Grand Jury Report, any cost analysis of the savings associated with the proposed consolidated office building could note that the comparison really goes beyond dollars and cents; it must also account for the fact that office space that is, in many cases, arguably "unacceptable" is being compared to suitable office space represented by the new building.

Despite the increased cost of the building, the analysis that will be presented during today's meeting will demonstrate the building still presents the County an opportunity to save significant money in rent, utilities, personnel and miscellaneous costs over the life of the building.

Furthermore, based on preliminary estimates obtained by staff and extensive inquiries by Allan D. Kotin & Associates, the County cannot borrow money less expensively than the developer is able to finance the project. In other words, there is unlikely to exist another opportunity to construct a consolidated office building for the same, or less amount of money at any time in the future.

Next Steps

Should your Board approve the Concept Plans and Updated Term Sheet as presented, the next steps will be for the County and the Developer to begin drafting option, lease and land transaction documents. The lease option agreement will include provisions requiring detailed construction plans and specifications to be presented and agreed to prior to the option becoming effective. Under the terms of the Exclusive Negotiation Agreement, these documents will be brought back before your Board, in public session, for consideration and binding approval, within 105-days unless the Exclusive Negotiation Agreement is amended to extend these timelines.

ALTERNATIVES:

The removal of the County's Jay Street parcel from the terms of the agreement, are reflected in the Updated Term Sheet being presented for your Board's consideration (Attachment B). The changes from the March 13, 2102 Term Sheet to the Updated Term Sheet are shown in redline in Attachment C. Alternatives your Board could consider include:

1. During the negotiations to update the Term Sheet, the Developer has also agreed to alternative terms to provide an option for reducing the annual rent payments. **However, this option requires the County's Jay Street Parcel to remain as a part of the deal, without consideration of value.** In addition to absorbing \$375,000 of additional costs which are not reflected in the \$10,958,000 development costs cited above, the Developer would agree to:
 - Waive the third of the three \$250,000 payments currently scheduled to be made at five-year intervals; and,
 - To pay for, with no increase in delivered costs to the County, estimated additional tenant improvement costs of \$210,000 (or, \$55 per square foot). This will drop the annual rent payment from the estimated \$691,264 per year to \$674,500 per year.
2. Your Board could choose to not approve the Concept Plans or Term Sheet. This will terminate the Exclusive Negotiation Agreement with Joseph Enterprise and end work to refine the Consolidated Building project.
3. Your Board could request changes to the Concept Plans and/or Term Sheet which, if agreed to by the Developer, would need to be brought back before your Board for non-binding approval prior to proceeding with the Final Document preparation process. This would result in further delays which could make the project more costly.
4. Your Board could provide other direction to staff.

OTHER AGENCY INVOLVEMENT:

Primary assistance in this process has been, and will be provided by the County's real estate consultant, Allan D. Kotin & Associates, working with the Inyo County Public Works Department, the Inyo County Office of the County Counsel, Joseph Enterprises, and Cresa Partners as well as Ware Malcomb design and architectural partners and KPRS general contracting and construction partners.

FINANCING:

A cost analysis for the will be presented during today's presentation. There is no cost or binding obligation to the County associated with approving the Concept Plans or Updated Term Sheet, other than committing additional staff time and consulting expense to undertake the Final Document preparation process.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

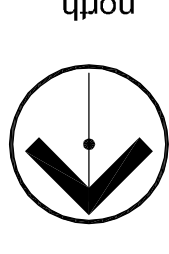
(NOVEMBER 12, 2013)

ATTACHMENT A

Inyo County Complex

Concept Plan Option 6

+/- 41,944 S.F.
IRV07-0193-0P
11.06.2013



FIRST FLOOR

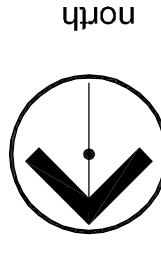
NOTE:
THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENT AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



SECOND FLOOR



NOTE:
THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



(NOVEMBER 12, 2013)

ATTACHMENT B

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

INYO COUNTY CONSOLIDATED OFFICE BUILDING TERM SHEET

**TERMS FOR BUILD-TO-SUIT LEASE BETWEEN THE COUNTY OF INYO (“COUNTY”) AND
INYO COUNTY DEVELOPMENT LLC (A new entity with members JOSEPH ENTERPRISES JIM
LESLIE, WAYNE LAMB, AND JEFF SHEPARD) (“DEVELOPER”)**

Version of: 11/06/2013

PROVISION	TERMS
1. PURPOSE	County and Developer desire to enter into a transaction for the development of an Inyo County Consolidated Office Building to house various County operations now based in multiple locations in Bishop, California (the “Consolidated Building”) on property now owned by the Developer, which building will be leased by the County with an option to purchase the building and land on the property now owned by Developer (“Josephs’ Road Parcel”). The boundaries and size of the property to be conveyed are more particularly described in Exhibit A ¹
2. DEVELOPMENT PROGRAM	A first-class Type V construction office building, tentatively scheduled to contain approximately 42,000 square feet of gross rentable area built to County standards with a stipulated tenant improvement allowance, specified parking, landscaping, etc. as more particularly described in Exhibit B – Project Description
3. DEVELOPMENT COST	The total development cost of the building, including land, indirect costs, and a stipulated tenant improvement allowance of \$50 per square foot will be at least \$10,958,000 including allowances for contractor’s fees and Developer charges of no more than 4% of managed costs, as more particularly described in Exhibit C– Initial Estimated Cost
4. LEASE TERM AND OPTION TO PURCHASE	The Lease will commence with the first day of the month following acceptance of the completed building by the County and terminate precisely twenty years later at which time the County can purchase the building and land for \$1

¹ This exhibit is in two parts; [a] The site plan showing the proposed County parcel boundary (Josephs’ Road Parcel) and [b] the Assessor’s map for Jay Street (County Jay Street Parcel).

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
5. RENT	<p>Rent will be comprised of three components:</p> <p>(1) Prepaid rent – a single payment of \$2 million at commencement of rent;</p> <p>(2) Monthly rent - thereafter regular rent of \$674,808 per year will be paid in even monthly installments of \$56,234 at the beginning of each month for 240 months: and</p> <p>(3) Scheduled Additional Rent – At the beginning of 61st, 121st, and 181st months of the Lease the County will make an additional fixed payment of \$250,000.</p> <p>In the event the County elects to incur additional tenant improvement costs and so specifies in a timely manner, Developer agrees to provide such improvements and to increase the monthly rent in an amount equal to \$7.53 per \$100 of additional cost per year, payable monthly.</p> <p><i>Note that it is currently contemplated that the County will request as much as \$5.00 per square foot of additional tenant improvements which could raise the cost by as much as \$210,000. In this event total annual rent would rise to \$690,264 or \$57,552 per month.</i></p> <p>Rent will be triple net with all expenses of operations including any taxes or assessment to the extent applicable paid by the County.² Developer will have continuing responsibility only for structural maintenance</p>
6. GENERAL DESCRIPTION OF DOCUMENTATION	<p>To accomplish the development of the Consolidated Office Building, the parties will prepare and execute a comprehensive construction and lease agreement providing for the construction of a fully described building and its subsequent lease (with option to purchase) to the County (The Lease)</p>
7. CONDITIONS TO EXECUTION OF THE LEASE	<p>The Lease will be executed when all terms are approved by the Board of Supervisors and the Developer and its execution will serve as authorization to the Developer to seek all required entitlements and approvals.</p>

² The County intends to seek exemption from property taxes for the building on the grounds that it is used exclusively for governmental purposes by an exempt entity.

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
8. CONDITIONS TO COMMENCEMENT OF RENT	Rent under the Lease will commence when 1) a certificate of occupancy (permanent or temporary) has been issued for the Premises; 2) all building systems are in good working order to support the operation of the Premises; and 3) the Tenant Improvements are complete excepting industry standard punch-list items which Developer shall use all reasonable commercial effort to correct within 30 days of Commencement.
9. SCHEDULE FOR COMPLETION AND DELIVERY	<p>Subject only to force majeure as described below, Developer will deliver completed building no later than 23 months after execution of the Lease (the Required Completion Date). Construction is to be scheduled in a manner acceptable to CAO and set forth in the Lease.</p> <p>In the event that Developer fails to complete and deliver the building by the Required Completion Date as provided above, then in addition to any other right or remedy which County may have in connection therewith the County shall be compensated for additional rental costs as follows: If at the expiration of 23 months plus any lease extension (as extended for tolling during the presence of a force majeure condition) the building is not complete and available for occupancy, Developer may keep the Lease in effect for up to nine additional months by paying the County each month one half the cost of occupying their current space. If after the nine additional months the building is not complete, County shall have the right but not the obligation to cancel the Lease.</p>
10. RELEASE OF LIABILITY IN THE EVENT OF FAILURE TO COMMENCE	If, for any reason other than the presence of a force majeure condition, the Developer fails to commence construction within nine months of the execution of the Lease, the County may cancel the transaction and secure a refund of any rental deposits under the Lease and neither party will have any other claim on the other. The nine month period may be extended to eighteen months to account for force majeure tolling, but in no event may it be extended beyond 18 months.

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<p>11. LIMITATIONS ON ITEMS BEYOND DEVELOPER CONTROL IN FORCE MAJEURE</p>	<p>The provisions of the two preceding scheduling items shall be subject to delay for force majeure which includes strikes, insurrections, fire, earthquake, catastrophic weather conditions, and delays beyond Developer’s control. In order for the Developer to successfully allege ‘entitlement’ delay as “beyond Developer control” Developer must provide complete and continuous information on actual and contemplated contacts with the City of Bishop and to identify <u>in advance</u> approvals the delay of which Developer represents would constitute delay for reasons outside its control.</p> <p>For this purpose force majeure does not apply to any changes in financial conditions which may impair the Developer’s ability to acquire the financing he seeks.</p>
<p>12. COUNTY CONTROL OF FUTURE DEVELOPMENT</p>	<p>County shall be granted the right of first refusal on the sale of any part of the remaining portion of the Wye Road & Highway 6 property. In addition the County shall have design input for future development on the remaining portion of the Wye Road & Highway 6 property (“Joseph Property”) to be specified in Design Guidelines to be incorporated in the Lease. Any future development shall be compatible in terms of design and materials to the County building. Furthermore, the County shall have first right of offer to lease any additional space developed on the Joseph Property.</p>
<p>13. SUMMARY OF TERMS NON-BINDING</p>	<p>This Summary of Terms does not constitute a legally binding commitment by County or Developer with respect to the matters described herein. This Summary of Terms is only an expression of the general terms on which County is willing to consider either the property transfers or office construction and lease discussed herein and may not contain all material terms to the transaction. A legally binding commitment with respect to the transactions contemplated herein shall be created only after definitive agreements has been negotiated by the parties, approved by the County Counsel, and fully executed and delivered by the parties.</p>

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<i>EXHIBITS</i>	
EXHIBIT A	PROPERTY TO BE USED FOR THE CONSOLIDATED OFFICE BUILDING DEVELOPMENT PROGRAM: Josephs' Road Parcel
EXHIBIT B	PROJECT DESCRIPTION (a) Abbreviated Version (b) Detailed Version (c) Concept Plan
EXHIBIT C	ESTIMATED COST

(NOVEMBER 12, 2013)

EXHIBIT A

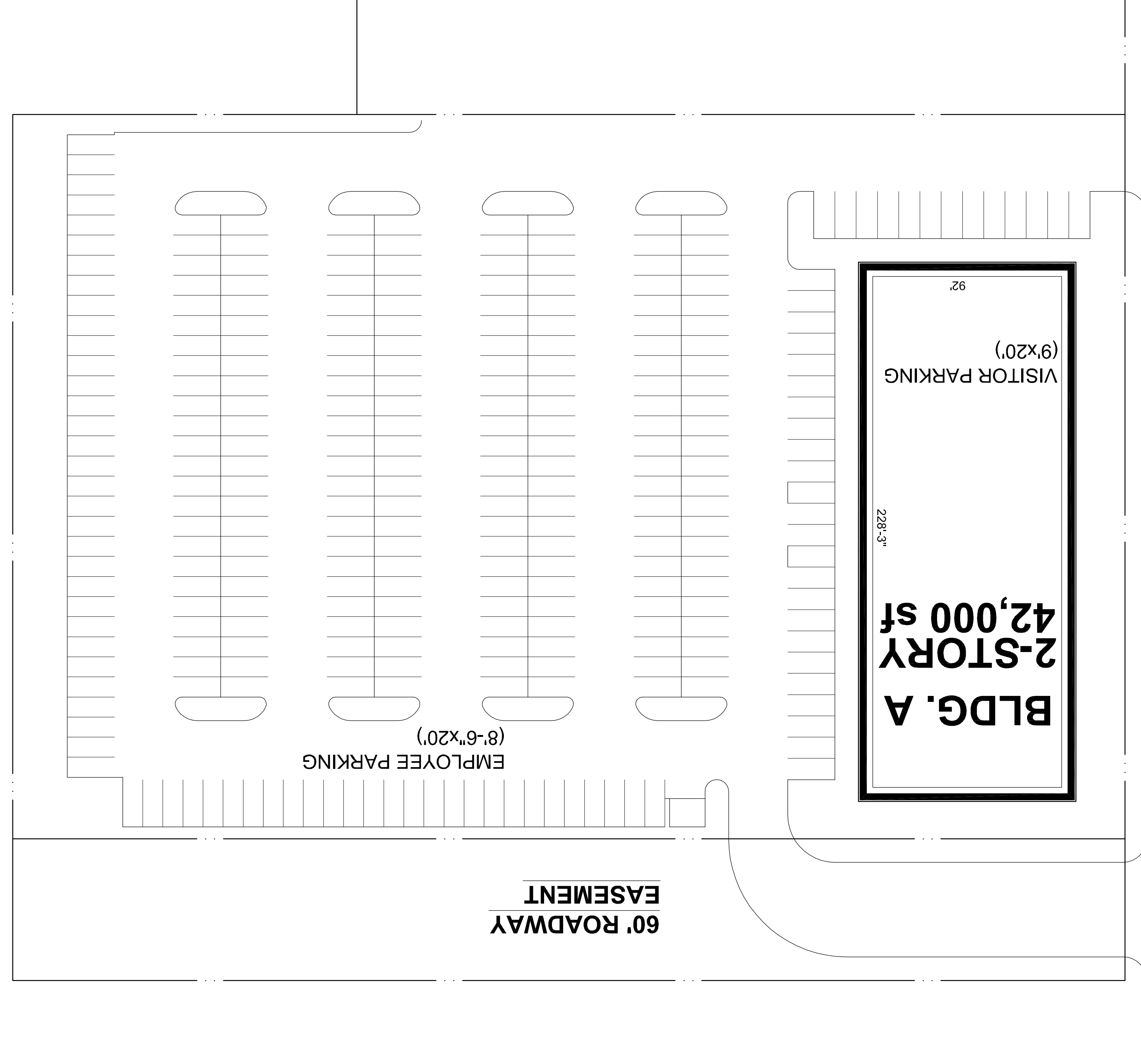


Inyo County Complex
Bishop, California

Conceptual Site Plan
scheme: 9

IRV07-0193-00
3-1-2012

WARE MALCOMB
Leading Design for Commercial Real Estate
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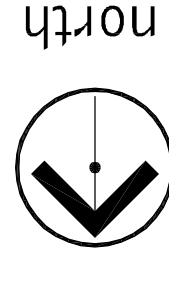
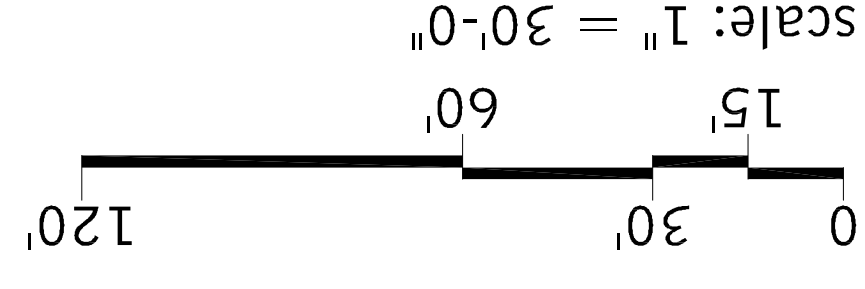


U. S. HWY 6

PROJECT DATA:

SITE AREA: GROSS: 5.59 AC (243,500 SF)
ROADWAY EASEMENT: GROSS: 0.65 AC (28,200 SF)
BUILDING A: GROSS: 3.31 AC (144,320 SF)
BUILDING AREA: 42,000 SF
F.A.R.: .29
PARKING: REQUIRED: 168 STALLS
PROVIDED: 286 STALLS (6.8/1,000 SF)

NOTE: THIS CONCEPTUAL DESIGN PLAN IS BASED UPON A PRELIMINARY REVIEW OF ENTITLEMENT REQUIREMENTS AND ON UNVERIFIED AND POSSIBLY INCOMPLETE SITE INFORMATION, AND IS INTENDED MERELY TO ASSIST IN EXPLORING HOW THE SITE MIGHT BE DEVELOPED.



(NOVEMBER 12, 2013)

EXHIBIT B(a)

PROJECT DATA FOR
INYO COUNTY REGIONAL OFFICE HEADQUARTERS
Bishop, California
January 16, 2012

PROJECT: **1 Office Building totaling 42,000 square feet**
Location: Southeast corner of Main Street and Wye Road, Bishop, CA

Construction Type V-Non rated – with Fire Sprinklers Type B Occupancy

Number of Stories Two

Use Office

Use Zone **Commercial**

Construction: Concrete Tilt-Up Construction
Description 2nd Floor: Wood truss floor framing with 3/4" tongue and groove plywood subfloor with 1 1/2" 2000psi gypcrete concrete.

Building Clear Height: Office: 14'-0" floor to floor, 14'-0" to roof

Roof System Description: Standard Hybrid Panelized Roof System using Open Web Steel Girders and Open Web Steel Joists with Plywood OSB Roof Decking with Class A - 4 ply built-up roof system. Accent roof mansard to be wood framed gable roof system utilizing prefabricated trusses with plywood sheathing with standing seam metal roof.

Exterior Glazing System: All extruded aluminum sections shall be 2" x 4" front glazed system manufactured by Arcadia or equal. Aluminum finish to be clear anodized aluminum. Glass is to be 1" thick dual pane glass, color to be determined. The glass selected for the exterior glazing system of the building envelope shall be selected for its properties to meet the requirements of the current codes.

Interior Walls: All interior walls shall be constructed utilizing 2x4 standard grade structural lumber with 5/8" Type X gypsum board sheets, taped and finished to a level 4 finish.

Elevator: Elevator to be 2500 lb capacity traveling at 100 feet per minute hydraulic elevator with standard cab finishes, standard elevator doors and standard call buttons.

Fire Sprinkler System: Light hazard

Plumbing: Standard commercial grade fixtures, faucets and valves. All sanitary sewer waste, cold water and hot water system will be plumbed for future tenant improvements capacities.

Heating Ventilation
Air Conditioning: Roof mounted package units will be utilized. The units will meet the demands necessary to maintain a temperature of 72 degrees average in office areas with exterior ambient temperature of 100 degrees in the summer 20 degrees in the winter.

Electrical: 277/480 volt, 2000 amperes 3 phase, 4 wire with a main disconnect pull section

Site Utilities: All sewer, water, landscape irrigation, storm drain, electrical, telephone, cable services from utility company point of service will be provided as required.

Estimated Site Area: 144,300 square feet
Estimated Site Coverage: 14.55 % (21,000/144,300) or 29.10% (42,000/144,300)
Parking Provided: 278 parking stalls OR 6:6/1000 Medical / Office
Drive Aisle Widths: Autos: 26' minimum

(NOVEMBER 12, 2013)

EXHIBIT B(b)



OUTLINE SPECIFICATIONS

**HIGH COUNTRY LUMBER
INYO COUNTY REGIONAL OFFICE HEADQUARTERS
Bishop, California**

By: KPRS Construction Services, Inc.

January 3, 2012



PROJECT DATA

PROJECT:	1 Office Building totaling approximately 42,000 square feet (Building Core elements and shell construction only)
LOCATION:	Southeast corner of Main Street and Wye Road, Bishop, CA
Construction Type	V-Non rated – with Fire Sprinklers Type B Occupancy
Number of Stories	Two
Use	Office
Use Zone	Commercial
Office Buildings	
Building	42,000 square feet gross
Description 2 nd Floor:	Wood truss floor framing with ¾” tongue and groove plywood subfloor with 1 ½” 2000psi gypcrete concrete.
Roof System Description:	Wood framed gable roof system utilizing prefabricated trusses with plywood sheathing with standing seam metal roofing.
Estimated Site Area:	106,600 square feet
Estimated Site Coverage:	19.70 % (21,000/106,600) or 39.40% (42,000/106,600)
Parking Provided:	185 parking stalls
Building Clear Height:	Office: 14’-0” floor to floor, 14’-0” to roof
Drive Aisle Widths:	Autos: 26’ minimum
Fire Sprinkler System:	Office: Light Hazard
HVAC:	1 ton per 325sf – Package Units
Electrical:	277/480 volt, 2000 amp. 3 phase, 4 wire with a main disconnect pull section
	Elevators: 60A
	HVAC: 600A
	Lighting: 400A
	Power: 225A
	Misc. 200A
	Site: 200A
	Or as required by Electrical Engineer’s design and calculations.



DESCRIPTION: The project consists of one build-to-suit office (shell and core only) building. All site improvements, utilities, etc. shall be part of this package.

SCOPE: All building and site improvements shall be complete in every respect as defined by, but not limited to, the content of the schematic drawings and outline specifications.

CODES: The building shall be Type V, non-rated, B occupancy. All construction shall conform to local and state codes and regulations in effect at the time of first plan check submittal. An independent testing laboratory shall inspect all placement of concrete, reinforcing steel in concrete and all weld plates and field welding.

DIVISION 1 SHELL BUILDING GENERAL REQUIREMENTS

All work shall be in conformance with all applicable codes and regulations. Contractor shall be responsible for coordination of all work to be performed and for conformance to the contract documents.

DIVISION 2 SITEWORK

Earthwork Soils Engineer to verify all site work specifications prior to the commencement of any rough grading. Provide all grading and reshaping of existing site as required to achieve conformance with new finish grade elevations.

Reference to Preliminary Soils Report dated _____ should be included in this specification section. **(No Soils Report Available at this time)**

Surveying A qualified certified surveyor will be utilized for all site staking and surveying.

Site Utilities All sewer, water, landscape irrigation, storm drain, electrical, telephone, cable services from utility company point of service will be provided as required. We will provide the required fire water system with required fire hydrants in accordance to the local fire department. All utilities will be installed up to the public street property line.

Erosion Control A complete SWPPP and erosion control system: which includes temporary sediment basins, straw bales around each catch basins, temporary silt fences, and a minimum 6" section of drain rock over 95% compacted grade at site entrances, will be provided.



Irrigation	All landscaped areas to be fully irrigated and operated by a central automatic controller. Provide planter drainage per minimum design guideline standards.
Landscaping	All plant material and soil amendments will be installed per minimum local guideline standards and soils report. All landscape and irrigation shall comply with local codes and jurisdiction.
Walkway Finishes	All walkways and sidewalks shall be constructed of natural color concrete, 4" nominal thickness over 90% compacted grade, with construction joints at 6'-0" o.c., with medium broom finish at all sidewalks, and at building entries. Main building entry will have enhanced concrete paving with either exposed or sandblasted concrete finish. Refer to Soils Report for subgrade requirements and modifications.
Asphalt Concrete Paving	Asphalt concrete paving over crushed miscellaneous base will be provided for parking lot and drive aisles. Refer to Soils Report for subgrade requirements and modifications.
Curbs	All curbs, gutters and flow lines shall be constructed of 2,500psi or better concrete in accordance to local private works standards. Refer to Soils Report for subgrade requirements and modifications.
Trash Enclosures	One (1) trash enclosure for (4) trash bins will be provided for the building. (Bins provided by others.). The trash enclosure apron shall be constructed of 5" thick reinforced concrete. The corners of the aprons will be beveled to avoid cracking of the corners. The apron is to be extended a minimum of 10'-0" from the front of enclosure. Enclosure walls to be 6'-0" high concrete tilt-up construction or concrete masonry block with steel gates and hardware with trellis and other architectural features per City Standards. Refer to Soils Report for subgrade requirements and modifications.
Striping	All parking spaces shall be painted for auto parking. Handicapped parking spaces, and traffic directional paving symbols and signage will be installed in accordance to local codes.

DIVISION 3 CONCRETE

Foundations	The foundations system will incorporate a continuous exterior footings and interior pad footings of reinforced concrete below grade for columns and concrete panels with a minimum 2,500 PSI concrete or as required by soils and structural requirements. Verify design with structural engineer and geotechnical report.
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Floor Slab-on-grade minimum 5" thick concrete slab with #3 rebar at 18" on center using a minimum 4,000 PSI concrete. 2" clean sand and 10 mil. visqueen will be provided under the complete slab area. All required control and construction joints will be provided. Refer to Soils Report for subgrade requirements and modifications.

Exterior Walls 8 1/2" minimum thick, sacked and patched for paint, reinforced concrete tilt-up panels with 3/4" deep recesses and reveals. All brace bolt and lift point holes in the concrete panels will be filled with dry-pack grout. The building will have continuous concrete parapet.

DIVISION 4 MASONRY - NOT APPLICABLE

DIVISION 5 METALS

Columns Tube steel columns, with required base plates and anchor bolts.

Miscellaneous Metals Concrete panels embeds, steel guards, 3 feet high concrete filled metal pipe bollards, steel roof access ladder will be provided under this section of work.

Roof Trusses All major roof framing to consist of members as determined by the Structural Engineer. Size and length as required. A possible hybrid Vulcraft or equal structural system may be utilized. **The trusses shall be bid and designed to satisfy Fire Water Mainline loads.**

DIVISION 6 WOOD AND PLASTICS

2nd Floor System The second floor structure will be designed using wood frame system with wood trusses, 3/4" tongue and groove plywood subfloor with 1 1/2" 2,000psi gypcrete concrete.

Roof System The roof system shall be constructed of prefabricated roof trusses to form a simple gable roof system sheathed with structural plywood.

DIVISION 7 MOISTURE AND THERMAL PROTECTION

Membrane Roofing The roofing is constructed on standing seam metal roof at a 9 to 12 roof pitch.



Roof Drainage	Interior roof drains will be utilized at street frontages. Roof edge perimeter gutters and downspouts to daylight at face of curb. The roof slope shall be designed at 9 to 12 pitch.
Sealants	Utilize silicone base sealant at all glazing conditions. Exterior concrete panel joints are to receive polyurethane sealant with 1" polyurethane backer rod. Sealants used in walking surfaces shall be polyurethane type.
Sheet Metal	All sheet metal work for the building, complete including reglets, and counter flashing for roofing will be provided. Materials to be galvanized sheet metal, 24 gauge minimum thickness.
Roof Hatch	Provide roof hatch (minimum 2'-6" x 3'-0"). Locate access ladder in 2 nd floor stair, verify exact location with architectural plans.
Insulation	<p>The building envelope which includes the roof horizontal area and exterior vertical wall will be insulated to meet the current requirements of Title 24.</p> <p>All core stairwell shaft walls, elevator shaft walls and toilet room walls will be insulated for sound attenuation using batt insulation.</p>

DIVISION 8 DOORS AND WINDOWS

Entry Doors	At lobby entries a double 3'-0" x 7'-0" narrow stile aluminum and glass system. Aluminum finish to match storefront aluminum system.
Steel Doors	Where required for exterior utility rooms and/or egress man doors a 3'-0" x 7'-0" x 1 3/4" 16-gauge hollow metal steel doors, with 16-gauge steel frames will be provided. Prime and paint as required. (see Division 9, painting).
Hardware	Lock and latch sets shall be Schlage Series D or Yale with lever handle design and removable core with cylindrical locks "key to like". Exterior mandoor to have single-throw mortised hardware. All exterior doors shall be equipped with closures. All hardware shall meet 1997 state UBC codes and ADA requirements for accessibility.



Aluminum	All extruded aluminum sections shall be 2" x 4" front glazed system manufactured by Arcadia or equal. Aluminum finish to be clear anodized aluminum or equal.
Glass & Glazing	Glass to be 1" thick dual pane glass, color per drawings, tempered where required. Spandrel with black backing where indicated. The glass selected for the exterior glazing system of the building envelope shall be selected for its properties to meet the requirements of the current Title 24.
Weather Stripping	All exterior man doors and exterior windows to have continuous weather stripping.

DIVISION 9 FINISHES

Metal Framing	Steel studs shall be 16, 20 and 25 gauge as indicated on drawings or required. Drywall furring channels shall be 25 gauge "hat" sections. Backing plates shall be 10 gauge steel of proper size to accommodate fastenings.
Gypsum & Drywall	All stairwells electrical rooms, elevator shafts, mechanical shafts and electrical rooms will have fullheight gypsum board walls to be constructed as required per the local building codes. The perimeter walls and interior columns will not be furred during the shell portion of the project. Gypsum board thickness is to be minimum 5/8" thick at vertical and 5/8" thick at horizontal surfaces. Type X gypsum board will be utilized.
Exterior Soffits	Exterior soffits to be constructed out of concrete.
Painting	Portions of exterior concrete walls are to be painted and sandblasted. All exposed steel surfaces, hollow metal doors and frames to receive paint: Minimum of (2) coats at exterior finishes. Interior walls will not be painted.

DIVISION 10 SPECIALTIES

Signage	Provide all site and building signage necessary for proper identification of accessible parking areas, fire lanes, building egress, restroom facilities and building address and identification. The address numbers to be minimum 24" high, solid plastic, to be glued to building walls, color by architect. Signage must also include signage for the visually impaired.
Miscellaneous	Provide one Knox Box as required by the local fire marshall.

Outline Pricing Specification



DIVISIONS 11, 12 AND 13 and 14 - NOT APPLICABLE

Elevator One 2500lb 100fps hydraulic passenger elevator with standard cab size with standard center opening and standard cab finish.

DIVISION 15 MECHANICAL

Plumbing Domestic water will be provided for all restrooms with available supply for future connections. Four valves will be provided for future tie-ins. The building will have a sanitary sewer line for the restrooms with clean outs inside of the buildings running the full length of the front building for future connections.

Fire Protection System On-site hydrants and underground fire water system will be provided as required by local jurisdictions.

Design criteria for the overhead fire sprinkler system shall be light hazard for all office areas, lobbies, stairwells and restrooms.

Unless indicated otherwise all buildings will be fully fire sprinklered. The wet-pipe system will be completely designed in accordance with the following criteria and approved by governing authorities, NFPA and standard insurance underwriter. Sprinkler heads located in suspended ceilings shall be recessed pendant type with chrome plated finish with matching escutcheon.

Exposed area type shall be standard upright type with brass finish. It is assumed that adequate water pressure is available at site without requiring increased piping sizes or booster pumps.

HVAC Roof mounted package units will be provided with self curb, mounting skirt, and drop plenum is included. The units will meet the demands necessary to maintain a temperature of 72 degrees in office areas with exterior ambient temperature of 100 degrees in the summer 20 degrees in the winter. All air distribution and ventilation and VAV boxes will be provided at time of Tenant Improvements.

The HVAC system shall be controlled using standard electronic thermostats for each zone located at key positions within the building for maximum efficiency.



DIVISION 16 ELECTRICAL

General	The main service to the building will be 277/480 volt, 3 phase 4 wire, 2000 amp. Electrical power will be provided by Electric Utility Company and will be made available at the property line.
Building Power	Electrical work shall include a complete service and distribution system of metering facilities, conduit, conductors, main switch board, sub-panels, branch circuits for AC Units, stairwell fixtures, restroom fixtures, lobby fixtures, and exterior lighting fixtures. A second floor 277/480v 225A electrical subpanel will be provided at one location directly above the first floor electrical room for future use.
Installation	All electrical work will be in accordance with applicable codes. All necessary outlets, conduit, wiring, trenching, and concrete encasing shall be provided as required.
Exterior Lighting	Provide high pressure sodium (or as required by city) wall mounted fixtures as required throughout surface parking areas and entries as needed to provide an average of one foot candle illumination. Recessed down lights at entry soffits.
Telephone/CATV Fiberoptics	Provide 2-4" conduits from Telephone Utility Company point of connection to the first floor electrical room. A conduit will be provided to the second floor directly above the first floor electrical room. 1-2" conduit will be provided for Cable TV, 1 -2" conduit for fiberoptics.



BUILDING INTERIOR

Slab	The slab is to be broom cleaned, free of any tire marks or oil products.
Exit Lights	Electrical powered exit signs, with battery back-up, at all exterior man doors will be provided.
Lobby & Core	In Interior Package, not part of Shell.
Stairwells	A primary stairwell will be constructed of wood with carpet treads and risers, steel handrail and wood cap, painted gypboard walls and ceilings. Two secondary stairwells will be constructed of wood for emergency exit will be provided with painted gypboard walls and ceilings.
Restrooms	In Interior Package, not part of Shell.
Interior Corridors	Interior rated and/or non-rated corridors will not be provided during in Shell.
Interior Doors	All interior doors shall be 3'-0" x 7'-0" wood door with aluminum frames, using commercial grade finish hardware.
Paint Interior	Provide a minimum of two coats of paint, which includes a white base primer coat and a finish coat (Full height).

BUILDING INTERIOR PACKAGE – OFFICE –

Suspended Acoustical Ceiling	Architect and Owner to select all equipment, product and finish colors.
Interior Walls	
Insulation	
Fire Sprinkler Heads	
Fire Extinguisher Cabinets	
Lighting	
Electrical	
Doors/frames	
Mini blinds	
Floor Coverings	
Toilet Partitions	
Toilet Accessories	
Toilet Room Walls	
Color Selections	

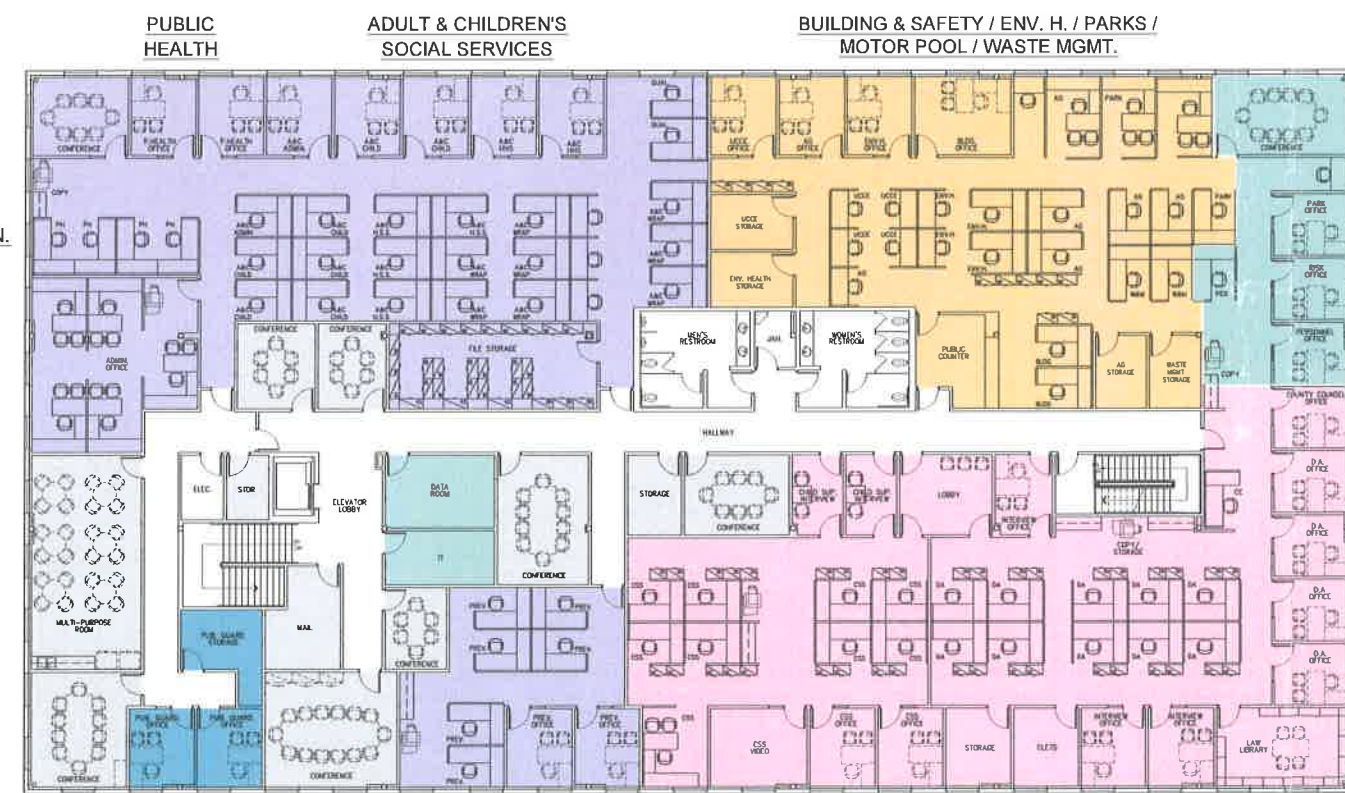
(NOVEMBER 12, 2013)

EXHIBIT B(c)



FIRST FLOOR

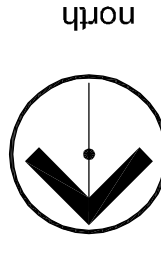
- ADMINISTRATION SERVICES**
 - BOARD OFFICES
 - PERSONNEL
 - RISK MANAGEMENT
 - IT
 - +/- 1,205 SF
- PUBLIC GUARDIAN**
 - +/- 353 SF
- GENERAL SERVICES**
 - AG WEIGHS AND MEANS
 - BUILDING AND SAFETY
 - ENVIRONMENTAL HEALTH
 - PARKS/MOTOR POOL/W. MGMT.
 - UCCE FARM ADVISORY
 - BUDGET ANALYST
 - +/- 3,153 SF
- LEGAL SERVICES**
 - CHILD SUPPORT SERVICES
 - COUNTY COUNSEL
 - DISTRICT ATTORNEY
 - +/- 4,902 SF
- SHERIFF DEPARTMENT**
- VETERAN SERVICES**
- ANIMAL CONTROL**
 - +/- 2,771 SF
- PROBATION DEPARTMENT**
 - +/- 3,430 SF
- HEALTH & HUMAN SERVICES**
 - ADMINISTRATION
 - PUBLIC HEALTH
 - BEHAVIORAL HEALTH
 - ADULT & CHILDREN'S
 - EMPLOYMENT ELIGIBILITY
 - PREVENTION
 - QUALITY
 - +/- 13,383 SF
- HHS CLINIC**
 - +/- 807 SF
- ANCILLARY SPACES**
 - +/- 4,015 SF



SECOND FLOOR

NOTE:
 THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.

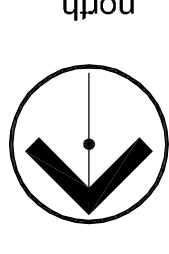




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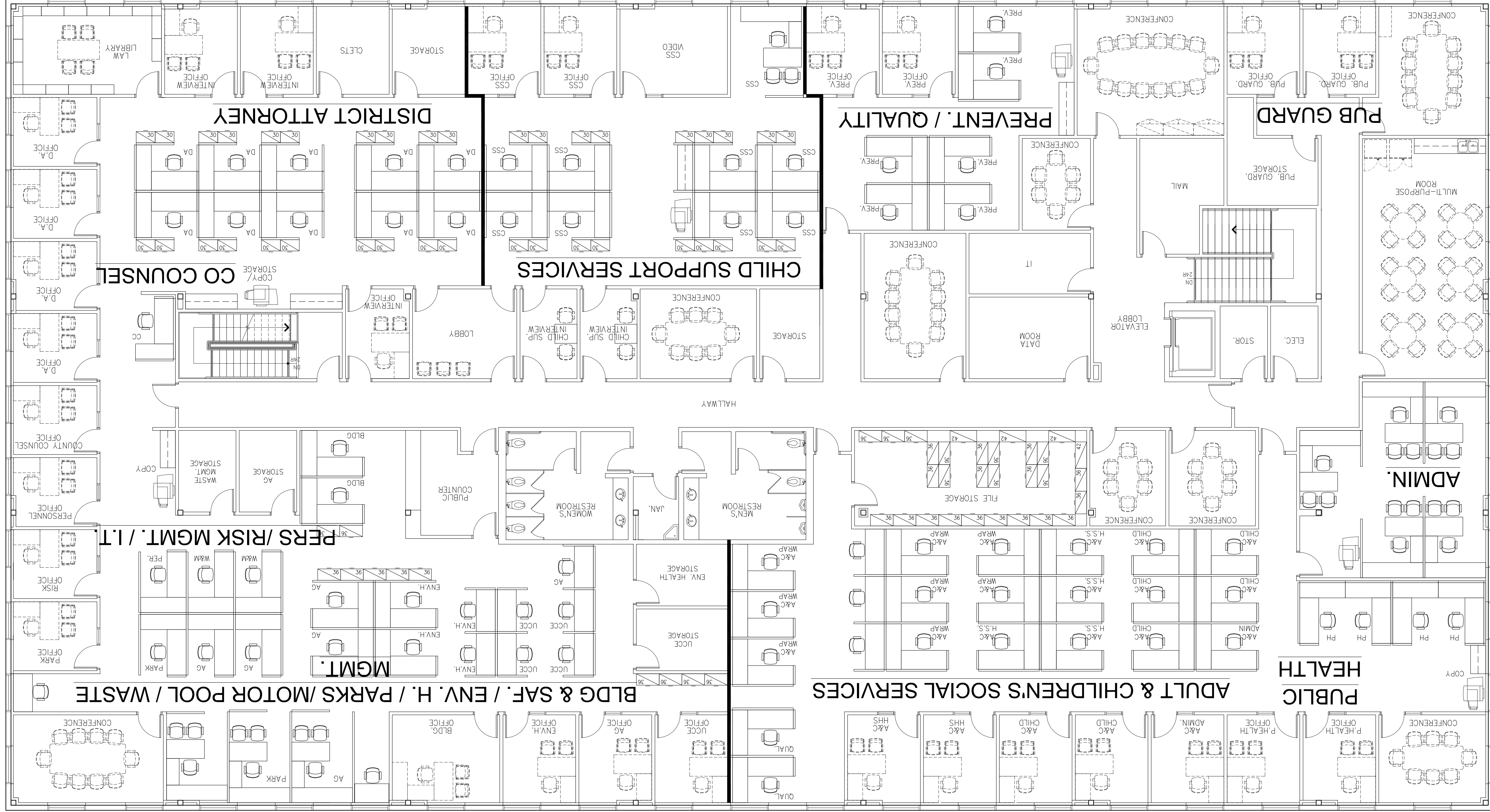
FIRST FLOOR





NOTE:
THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENT AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.

SECOND FLOOR



(NOVEMBER 12, 2013)

EXHIBIT C

EXHIBIT C
ESTIMATED TOTAL COST OF DEVELOPMENT
PROPOSED INYO COUNTY CONSOLIDATED OFFICE BUILDING

		<u>Total Cost</u>	<u>Cost Per SF (Bldg)</u>	<u>Pct. Of Total</u>
Building Shell		\$4,201,260	\$100.03	38.3%
Tenant Improvement Allowance	Note 1	\$2,100,000	\$50.00	19.2%
Architecture & Engineering		\$260,000	\$6.19	2.4%
Permits		\$175,000	\$4.17	1.6%
Sitework		\$1,716,558	\$40.87	15.7%
Land		\$604,000	\$14.38	5.5%
Soft Costs		\$1,015,000	\$24.17	9.3%
Financing				
Interim Interest				
Legal, Title, Closing, Appraisal, Consulting				
Cresa-Project Management/Project Setup				
Cresa Commission				
G&A Expenses, Insurance, Taxes and Contingency		\$465,000	\$11.07	4.2%
Developer Fee		<u>\$421,475</u>	<u>\$10.04</u>	<u>3.8%</u>
TOTAL DEVELOPMENT COST	Note 2	\$10,958,293	\$260.91	100.0%

(1) This is the baseline tenant improvement allowance to which the County may add \$5 per square foot or approximately \$210,000 to fulfill all the demising wall elements in the most recent floor plan

(2) This is the stipulated minimum cost in the revised term sheet

(NOVEMBER 12, 2013)

ATTACHMENT C

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

**INYO COUNTY CONSOLIDATED OFFICE BUILDING
TERM SHEET**

**TERMS FOR BUILD-TO-SUIT LEASE ~~AND PROPERTY EXCHANGE AGREEMENTS~~
BETWEEN THE COUNTY OF INYO (“COUNTY”) AND
INYO COUNTY DEVELOPMENT LLC (A new entity with members JOSEPH ENTERPRISES JIM
LESLIE, WAYNE LAMB, AND JEFF SHEPARD) (“DEVELOPER”)**

Version of: ~~3/07/2012~~11/06/2013

PROVISION	TERMS
1. PURPOSE	County and Developer desire to enter into a series of transactions <u>transaction</u> for— the development of an Inyo County Consolidated Office Building to house various County operations now based in multiple locations in Bishop, California (the “Consolidated Building”) on property now owned by the Developer, which building will be leased by the County with an option to purchase the building, and as part of the transaction will provide for the exchange by Developer of certain County property immediately south of the City of Bishop on US 395 (“County Jay Street Parcel”) for the property parcel underlying the Consolidated Building, and land on the property now owned by Developer (“Josephs’ Road Parcel”). The boundaries and size of the properties <u>property</u> to be conveyed are more particularly described in Exhibit A ¹
2. DEVELOPMENT PROGRAM	A- first-class Type V construction office building, tentatively scheduled to contain <u>approximately</u> 42,000 square feet of gross rentable area built to County standards with a stipulated tenant improvement allowance, specified parking, landscaping, etc. as more particularly described in Exhibit B – Preliminary Project Description ²
3. DEVELOPMENT COST	The total development cost of the building, including land, indirect costs, and a stipulated tenant improvement allowance <u>of \$50 per square foot</u> will be at least \$10 million, 958,000 including allowances for contractor’s fees and Developer charges of no more than 4% of managed costs, as more particularly described in Exhibit C– Initial Estimated Cost ³

¹ This exhibit is in two parts; [a] The site plan showing the proposed County parcel boundary (Josephs’ Road Parcel) and [b] the Assessor’s map for Jay Street (County Jay Street Parcel).

² ~~This exhibit should be considered only as illustrative as it will be replaced once the revised needs analysis and space program is completed and approved by the Inyo County Board of Supervisors~~

³ See note 2 above

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
4. LEASE TERM AND OPTION TO PURCHASE	The Lease will commence with the first day of the month following acceptance of the completed building by the County and terminate precisely twenty years later at which time the County can purchase the building <u>and land</u> for \$1 ⁴
5. RENT	<p>Rent will be comprised of three components:⁵</p> <p>(1) Prepaid rent – a single payment of \$2 million at commencement of rent;</p> <p>(2) Monthly rent - thereafter regular rent of \$600,000<u>674,808</u> per year will be paid in even monthly installments of \$50,000<u>56,234</u> at the beginning of each month for 240 months: and</p> <p>(3) Scheduled Additional Rent – At the beginning of 61st, 121st and 181st months of the Lease the County will make an additional fixed payment of \$250,000.</p> <p><u>In the event the County elects to incur additional tenant improvement costs and so specifies in a timely manner, Developer agrees to provide such improvements and to increase the monthly rent in an amount equal to \$7.53 per \$100 of additional cost per year, payable monthly.</u></p> <p><u>Note that it is currently contemplated that the County will request as much as \$5.00 per square foot of additional tenant improvements which could raise the cost by as much as \$210,000. In this event total annual rent would rise to \$690,264 or \$57,552 per month.</u></p> <p>Rent will be triple net with all expenses of operations including any taxes or assessment to the extent applicable paid by the County.⁶ -Developer will have continuing responsibility only for structural maintenance</p>

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⁴ Note that the option price and also the rent schedule set forth in item 5 below are both based on assumptions about design, size and cost as outlined in the current Exhibits B and C and pending completion of the needs analysis, space plan, and possibly revised building plan, all of which are to be approved by the Inyo County Board of Supervisors, these and other numbers should be considered as preliminary and illustrative.

⁵ See note 4 above with respect to the possible change in these numbers

⁶ The County intends to seek exemption from property taxes for the building on the grounds that it is used exclusively for governmental purposes by an exempt entity.

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INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
6. GENERAL DESCRIPTION OF DOCUMENTATION	<p>To accomplish the development of the Consolidated Office Building, the parties will prepare and execute two documents:</p> <p>1. A <u>Aa</u> comprehensive construction and lease agreement providing for the construction of a fully described building and its subsequent lease (with option to purchase) to the County (The Lease)</p> <p>2. A property exchange agreement, which will provide that upon completion and delivery of the completed building the land underlying the County building will be conveyed to the County (and leased to Developer for a period coterminous with the building lease at \$1 per year) in exchange for the County Jay Street Parcel which will be conveyed to the Developer (The Property Exchange Agreement)</p>
7. CONDITIONS TO EXECUTION OF THE LEASE	<p>The Lease will be executed when all terms are approved by the Board of Supervisors and the Developer and its execution will serve as authorization to the Developer to seek all required entitlements and approvals.</p>
8. CONDITIONS TO PROPERTY TRANSFER AND COMMENCEMENT OF RENT	<p>Rent under the Lease will commence and the exchange described in the Property Exchange Agreement will occur upon Substantial Completion. Substantial Completion shall be evidenced when 1) a certificate of occupancy (permanent or temporary) has been issued for the Premises; 2) all building systems are in good working order to support the operation of the Premises; and 3) the Tenant Improvements are complete excepting industry standard punch-list items which Developer shall use all reasonable commercial effort to correct within 30 days of Commencement.</p>
9. SCHEDULE FOR COMPLETION AND DELIVERY	<p>Subject only to force majeure as described below, Developer will deliver completed building no later than 23 months after execution of the Lease (the Required Completion Date). Construction is to be scheduled in a manner acceptable to CAO and set forth in the Lease.</p> <p>In the event that Developer fails to complete and deliver the building by the Required Completion Date as provided above, then in addition to any other right or remedy which County may have in connection therewith</p>

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INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<p>10. RELEASE OF LIABILITY IN THE EVENT OF FAILURE TO COMMENCE</p>	<p>the County shall be compensated for additional rental costs as follows: If at the expiration of 23 months plus any lease extension (as extended for tolling during the presence of a force majeure condition) the building is not complete and available for occupancy, Developer may keep the Lease in effect for up to nine additional months by paying the County each month one half the cost of occupying their current space. If after the nine additional months the building is not complete, County shall have the right but not the obligation to cancel the Lease.</p> <p>If, for any reason other than the presence of a force majeure condition, the Developer fails to commence construction within nine months of the execution of the Lease, the County may cancel the transaction and secure a refund of any rental deposits under the Lease and neither party will have any other claim on the other. The nine month period may be extended to eighteen months to account for force majeure tolling, but in no event may it be extended beyond 18 months.</p>
<p>11. LIMITATIONS ON ITEMS BEYOND DEVELOPER CONTROL IN FORCE MAJEURE</p>	<p>The provisions of the two preceding scheduling items shall be subject to delay for force majeure which includes strikes, insurrections, fire, earthquake, catastrophic weather conditions, and delays beyond Developer’s control. In order for the Developer to successfully allege ‘entitlement’ delay as “beyond Developer control” Developer must provide complete and continuous information on actual and contemplated contacts with the City of Bishop and to identify <u>in advance</u> approvals the delay of which Developer represents would constitute delay for reasons outside its control.</p>
<p>12. COUNTY CONTROL OF FUTURE DEVELOPMENT</p>	<p>For this purpose force majeure does not apply to any changes in financial conditions which may impair the Developer’s ability to acquire the financing he seeks.</p> <p>County shall be granted the right of first refusal on the sale of any part of the remaining portion of the Wye Road & Highway 6 property. In</p>

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<p>13. SUMMARY OF TERMS NON-BINDING</p>	<p>addition the County shall have design input for future development on the remaining portion of the Wye Road & Highway 6 property (“Joseph Property”) to be specified in Design Guidelines to be incorporated in the Lease. Any future development shall be compatible in terms of design and materials to the County building. Furthermore, the County shall have first right of offer to lease any additional space developed on the Joseph Property.</p> <p>This Summary of Terms does not constitute a legally binding commitment by County or Developer with respect to the matters described herein. This Summary of Terms is only an expression of the general terms on which County is willing to consider either the property transfers or office construction and lease discussed herein and may not contain all material terms to the transaction. A legally binding commitment with respect to the transactions contemplated herein shall be created only after definitive agreements has been negotiated by the parties, approved by the County Counsel, and fully executed and delivered by the parties.</p>
<p>EXHIBITS</p>	
<p>EXHIBIT A</p>	<p>PROPERTIESPROPERTY TO BE EXCHANGED AS PART OF INYO COUNTY USED FOR THE CONSOLIDATED OFFICE BUILDING DEVELOPMENT PROGRAM</p>
<p>EXHIBIT B</p>	<p>(a): Josephs’ Road Parcel (b) County Jay Street Parcel</p> <p>PRELIMINARY</p>

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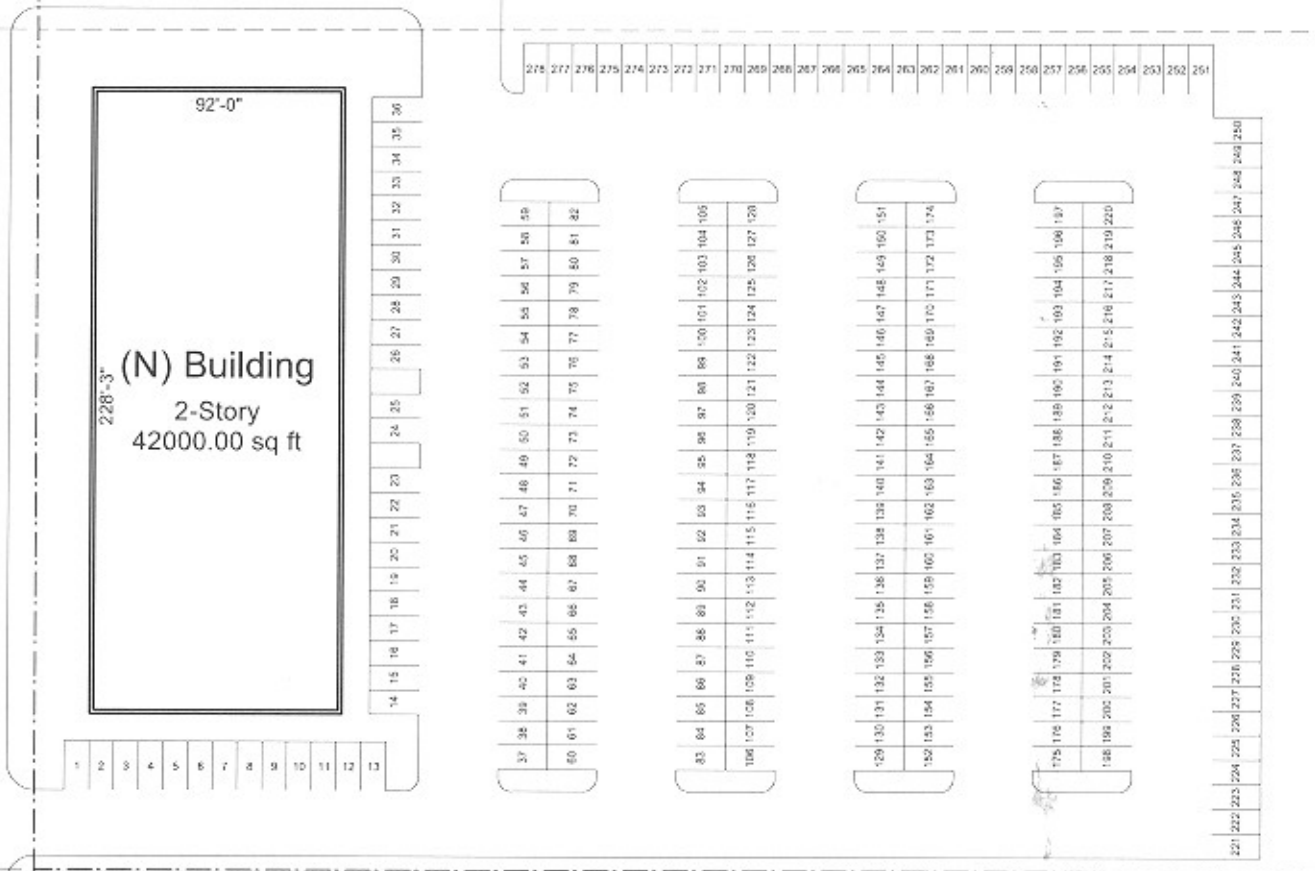
INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
EXHIBIT C	<p>PROJECT DESCRIPTION</p> <p>INITIAL ESTIMATED COST</p>

(NOVEMBER 12, 2013)

EXHIBIT A(a)

60-Foot Roadway Easement



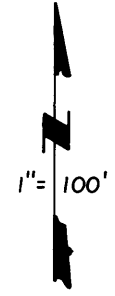
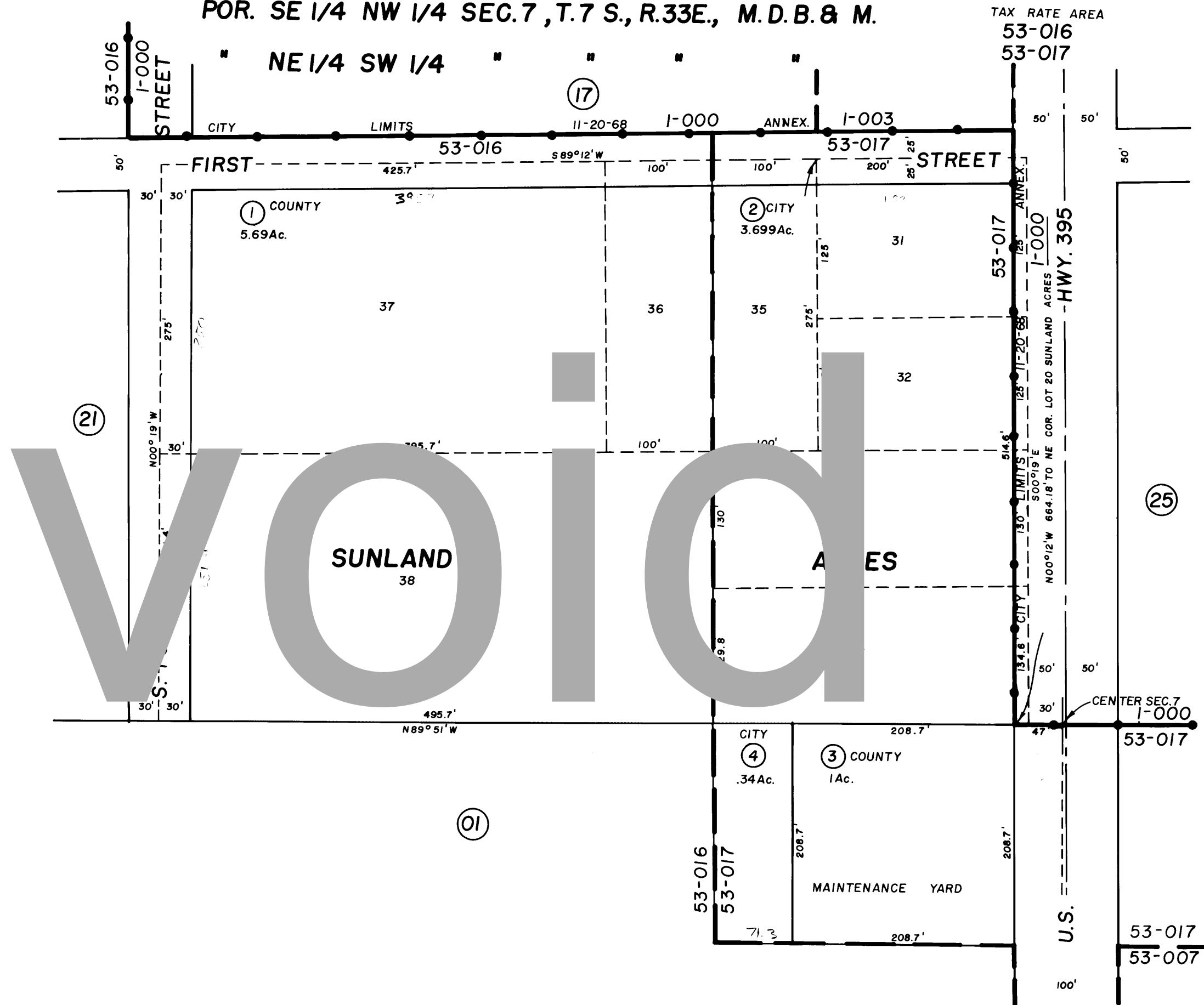
Building Area:	42,000 SF
FAR:	0.29
Parking Provided:	278 Stalls
Remaining Area:	71,000 SF
<i>Not a Part</i>	

(NOVEMBER 12, 2013)

EXHIBIT A(b)

1-30-78
3-14-86

POR. SE 1/4 NW 1/4 SEC.7 ,T.7 S., R.33E., M.D.B. & M.



3-14-86

(NOVEMBER 12, 2013)

EXHIBIT B

EXHIBIT B

PRELIMINARY PROJECT DESCRIPTION* Inyo County Consolidated Office Building

PROJECT:	1 Office Building totaling 42,000 square feet
Location:	Southeast corner of Main Street and Wye Road, Bishop, CA
Construction Type	V-Non rated – with Fire Sprinklers Type B Occupancy
Number of Stories	Two
Use	Office
Use Zone	Commercial
Construction: Description 2 nd Floor:	Concrete Tilt-Up Construction Wood truss floor framing with ¾" tongue and groove plywood subfloor with 1 ½" 2000psi gypcrete concrete.
Building Clear Height:	Office: 14'-0" floor to floor, 14'-0" to roof
Roof System Description:	Standard Hybrid Panelized Roof System using Open Web Steel Girders and Open Web Steel Joists with Plywood OSB Roof Decking with Class A - 4 ply built-up roof system. Accent roof mansard to be wood framed gable roof system utilizing prefabricated trusses with plywood sheathing with standing seam metal roof.
Exterior Glazing System:	All extruded aluminum sections shall be 2" x 4" front glazed system manufactured by Arcadia or equal. Aluminum finish to be clear anodized aluminum. Glass is to be 1" thick dual pane glass, color to be determined. The glass selected for the exterior glazing system of the building envelope shall be selected for its properties to meet the requirements of the current codes.
Interior Walls:	All interior walls shall be constructed utilizing 2x4 standard grade structural lumber with 5/8" Type X gypsum board sheets, taped and finished to a level 4 finish.
Elevator:	Elevator to be 2500 lb capacity traveling at 100 feet per minute hydraulic elevator with standard cab finishes, standard elevator doors and standard call buttons.
Fire Sprinkler System:	Light hazard
Plumbing:	Standard commercial grade fixtures, faucets and valves. All sanitary sewer waste, cold water and hot water system will be plumbed for future tenant improvements capacities.
Heating Ventilation Air Conditioning:	Roof mounted package units will be utilized. The units will meet the demands necessary to maintain a temperature of 72 degrees average in office areas with exterior ambient temperature of 100 degrees in the summer 20 degrees in the winter.
Electrical:	277/480 volt, 2000 amperes 3 phase, 4 wire with a main disconnect pull section
Site Utilities:	All sewer, water, landscape irrigation, storm drain, electrical, telephone, cable services from utility company point of service will be provided as required.
Estimated Site Area:	144,300 square feet
Estimated Site Coverage:	14.55 % (21,000/144,300) or 29.10% (42,000/144,300)
Parking Provided:	278 parking stalls OR 6:6/1000 Medical / Office
Drive Aisle Widths:	Autos: 26' minimum

(NOVEMBER 12, 2013)

EXHIBIT C

EXHIBIT C
INITIAL ESTIMATED COST (See Note 1)
PROPOSED INYO COUNTY CONSOLIDATED OFFICE BUILDING

	<u>Total Cost</u>	<u>Per Sq. Ft.</u>	<u>Comments</u>
		42,000	Building Area
Building Shell	\$3,886,200	\$92.53	
Tenant Improvement Allowance	\$1,890,000	\$45.00	original allowance offered
Additional Tenant Improvement Allowance	\$210,000	\$5.00	See note 2
Architecture & Engineering	\$271,200	\$6.46	
Permits	\$291,000	\$6.93	
Sitework	\$1,699,000	\$40.45	\$9.85 per square foot of site
Land	\$604,000	\$14.38	\$4.18 per sq.ft.of land
Soft Costs	\$944,250	\$22.48	11.45% of hard costs
Financing	\$120,000		
Interim Interest	\$211,500		
Legal, Title, Closing, Appraisal & Consulting	\$137,750		
Cresa-Project Mgmt/Project	\$385,500		
Cresa-Commission	\$90,000		
G&A Expenses, Insurance, Taxes And Contingency	\$412,500	\$9.82	5% of hard costs
Developer Fee	\$408,300	\$9.72	4% of project costs
	<u>\$10,616,450</u>		

Note 1 - These costs estimates prepared by CRESA Partners are to be considered as illustrative and hypothetical since the ENA provides that in Phase 1b, the proposer prepare both an updated space analysis and a final concept design

Note 2 - This additional allowance is intended to permit a somewhat more generous treatment of tenant fixtures and improvement costs within an earlier submitted budget of \$10.6 million that included higher site improvement costs



Inyo County Consolidated Office Building Project

- Non-Binding Concept Plans



Brief History Of The Design Process

- Initial departmental surveys suggested development of a 42,000 sq. ft. building.
- Subsequent interactions led to the creation of numerous "Test Fits" ranging in size from 42,000 to 45,368 sq ft.
- On October 1, 2013, the Board was provided "Test Fit" Options 3 (45,638 sq. ft.) and 3A (43,656 sq. ft.). The Board provided direction for the development of a final "Test Fit" ranging in size from 41,000 to 43,000 sq ft.

Brief History Of The Design Process - Continued

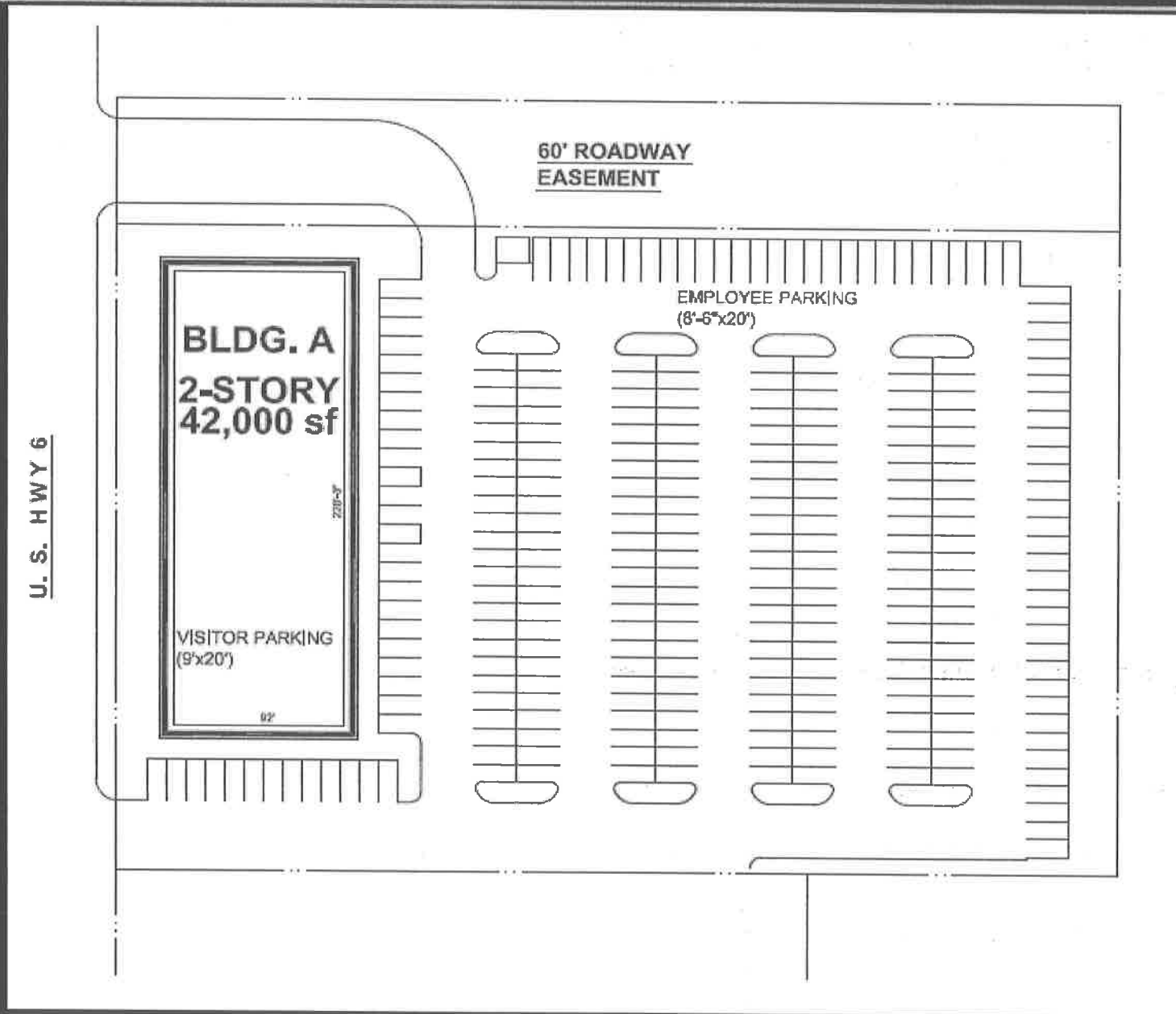
- Staff from Public Works and Administration with representatives of the architectural firm Ware Malcomb worked closely with the departments to reduce square footage and increase efficiencies.
 - Efficiency being defined as not only the wise use of space but, the elimination of as many “Hard” walls as possible.
 - There is a direct correlation between the number of “Hard” walls and tenant improvement costs.

Brief History Of The Design Process - Continued

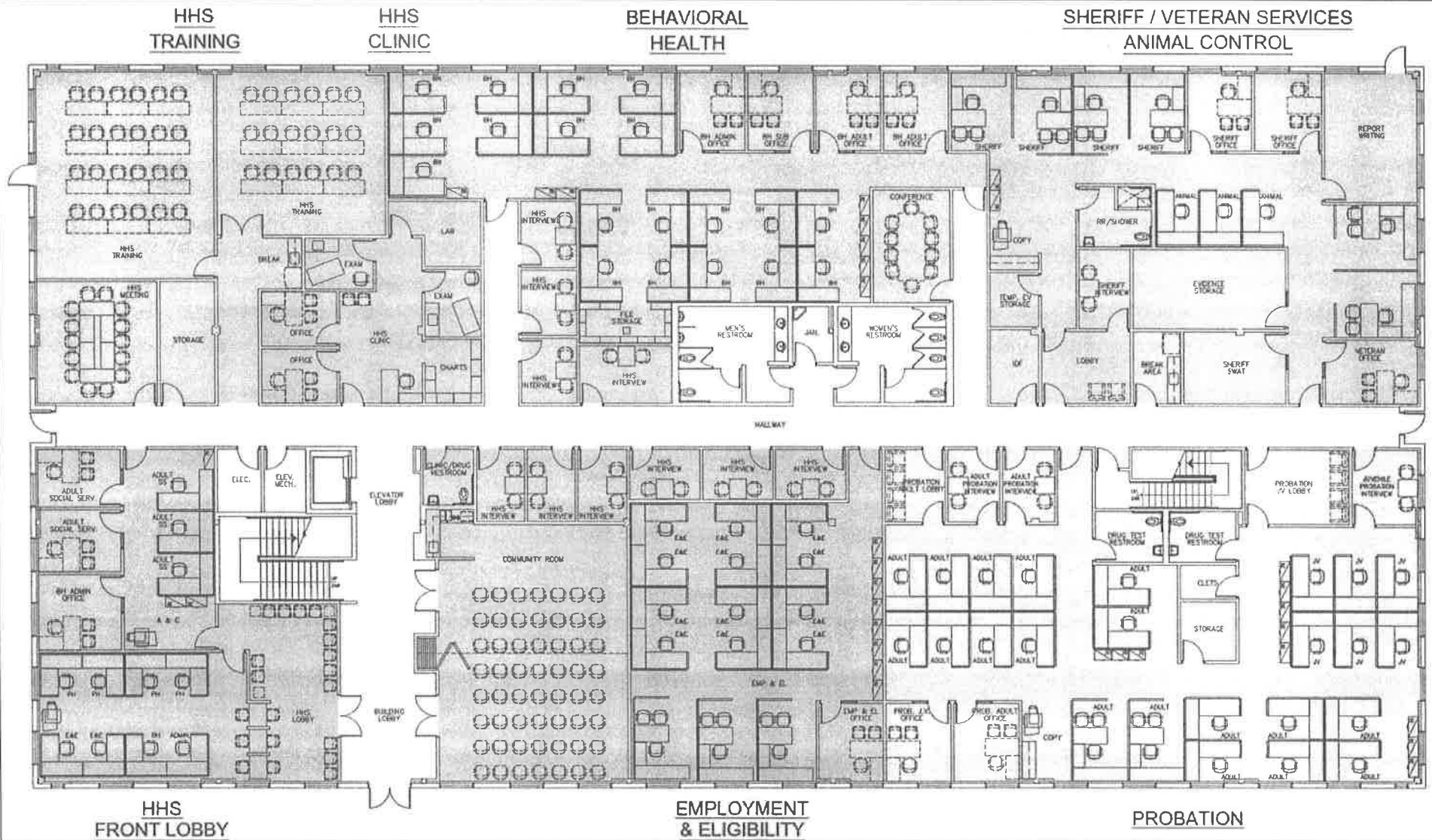
This resulted in:

1. "Test Fit" Option 6 - A more efficient version of Option 3A
2. The non-binding Concept Plans.

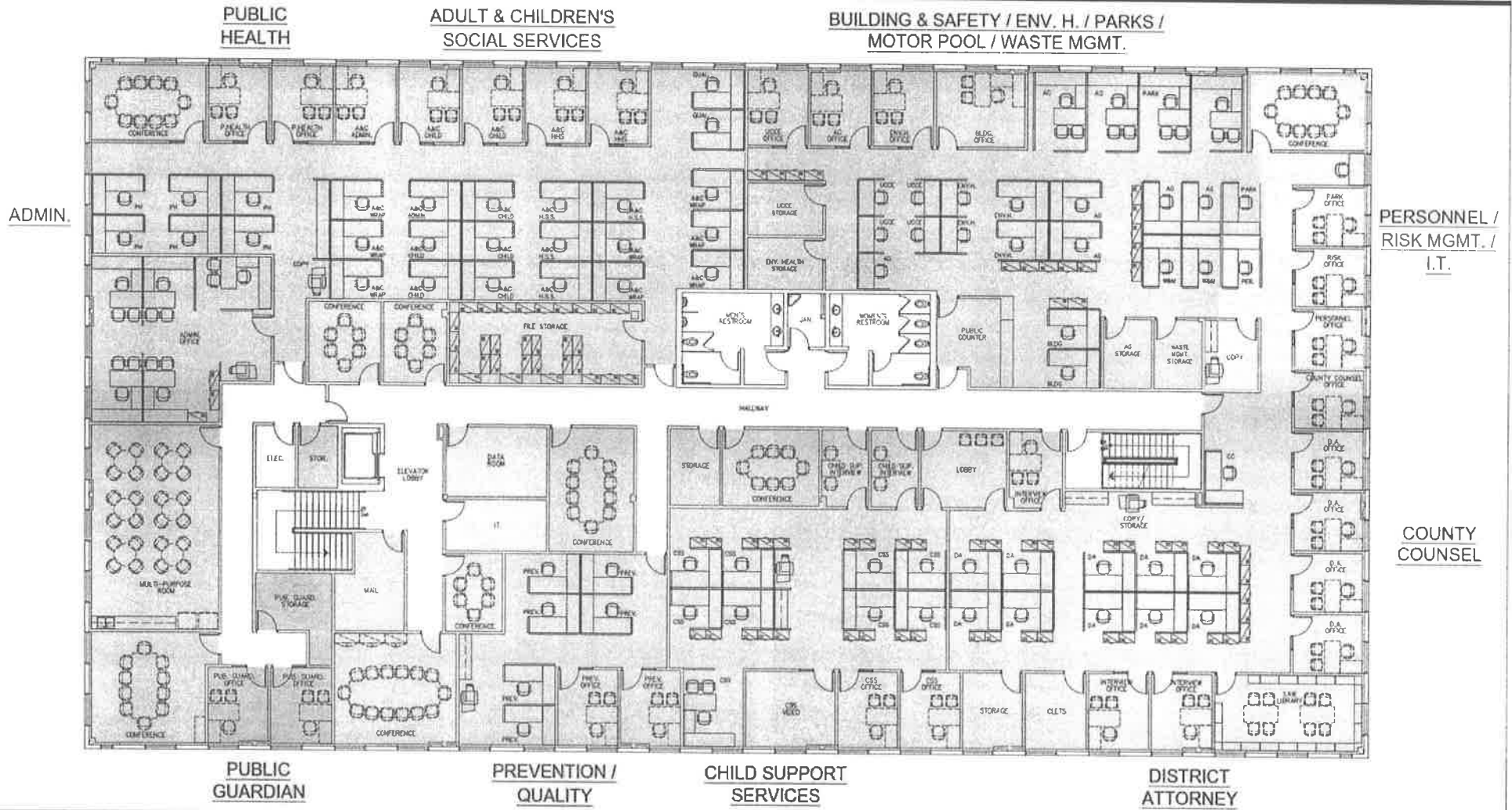
Concept Site Plan



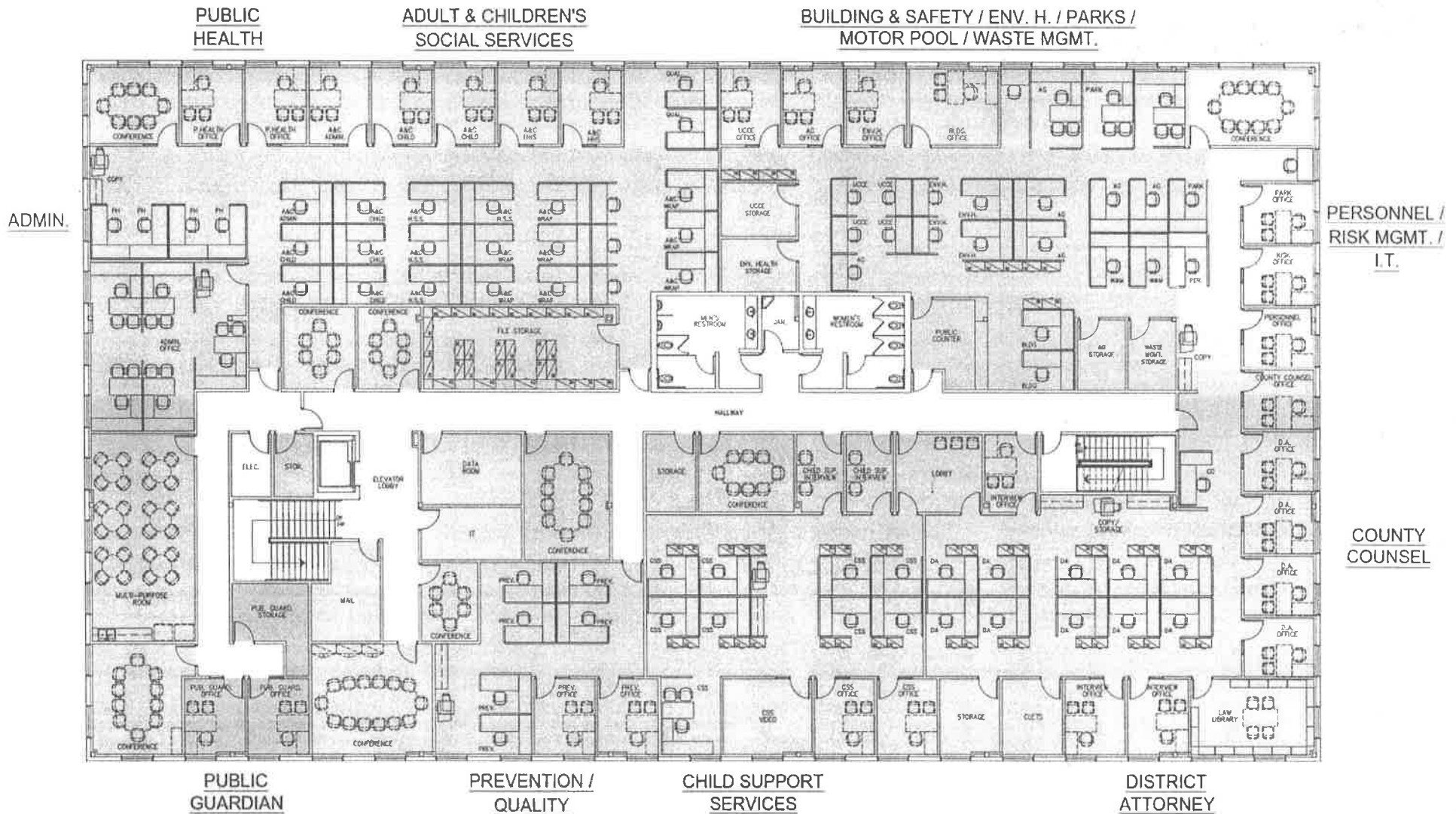
Option 3A – First Floor



Option 3A – Second Floor



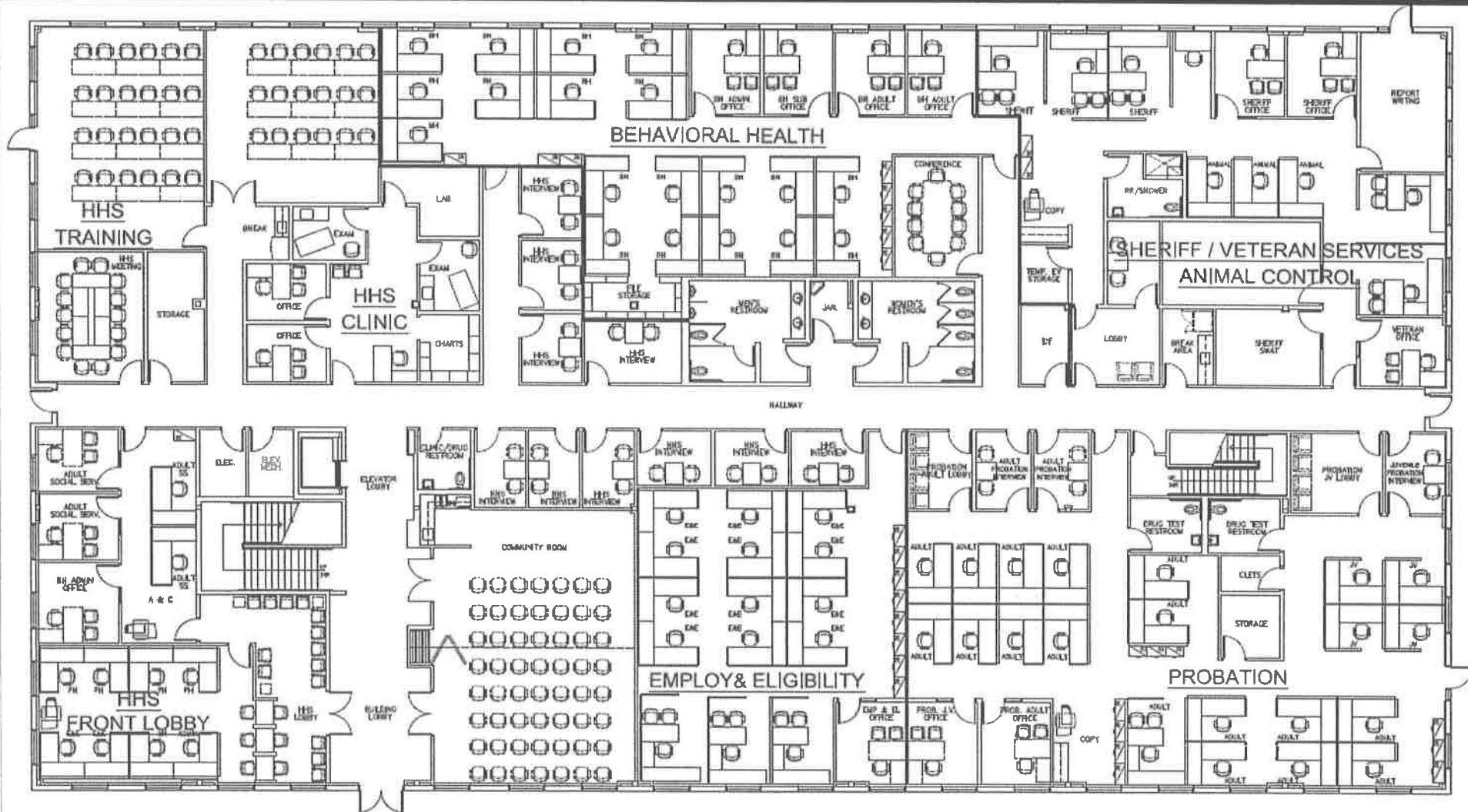
Option 6 – Second Floor



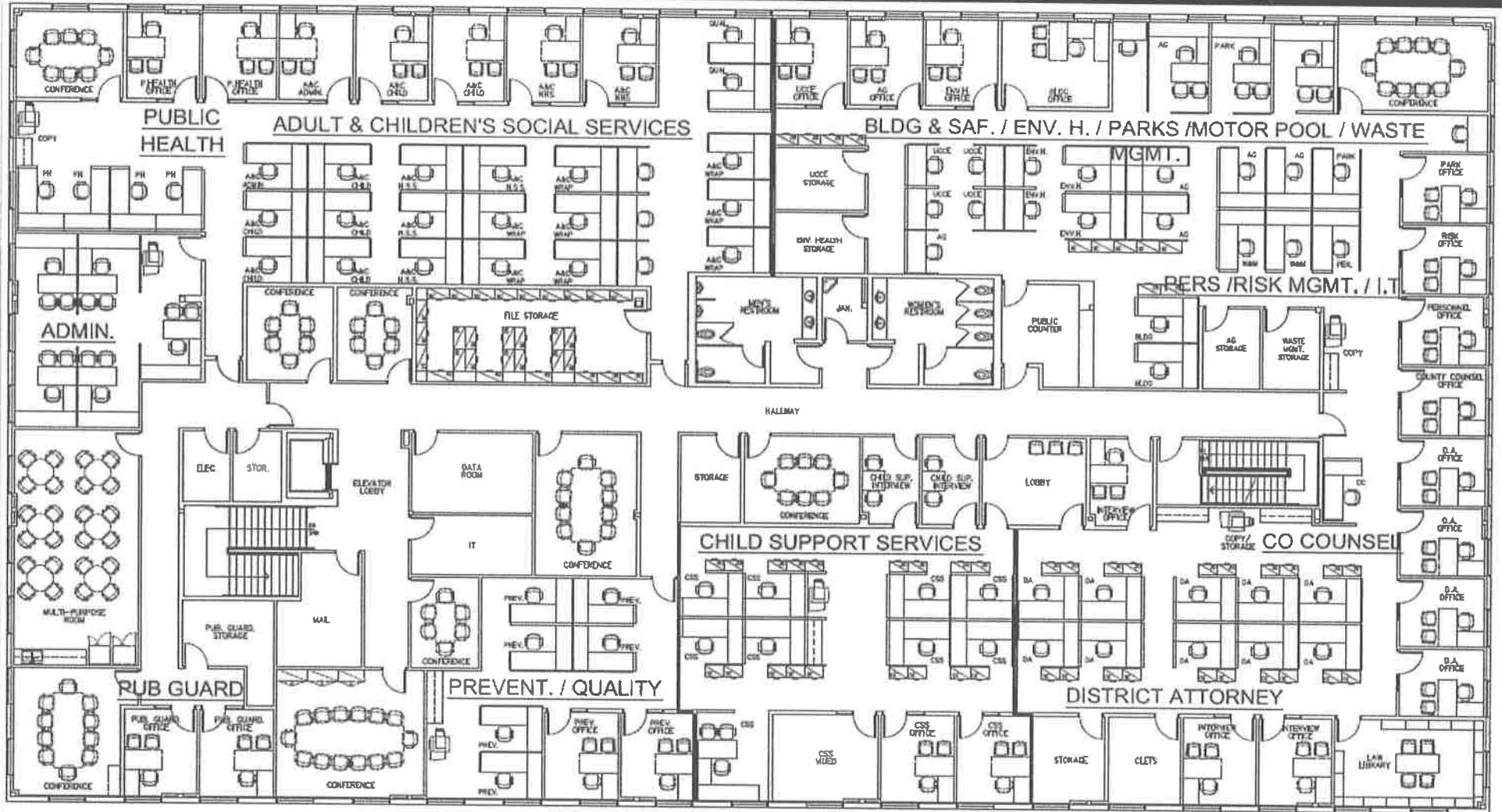
Square Footage Comparisons

<i>Offices</i>	<i>Current</i>	<i>Option 3</i>	<i>Option 3A</i>	<i>Option 6</i>
Administration Services	1,299	1,281	1,249	1,205
Public Guardian	300	386	359	353
General Services	3,461	3,892	3,525	3,153
Legal Services	4,426	5,631	5,421	4,902
Sheriff Dept. and Veteran Services	3,775	3,237	3,103	2,771
Probation Department	4,054	3,834	3,638	3,430
Health and Human Services (HHS)	19,530	15,176	15,017	13,383
HHS Clinic		1,026	744	807
Ancillary Spaces and Common Spaces	2,846	10,905	10,597	11,940
Total Square Footage	39,691	45,368	43,653	41,944

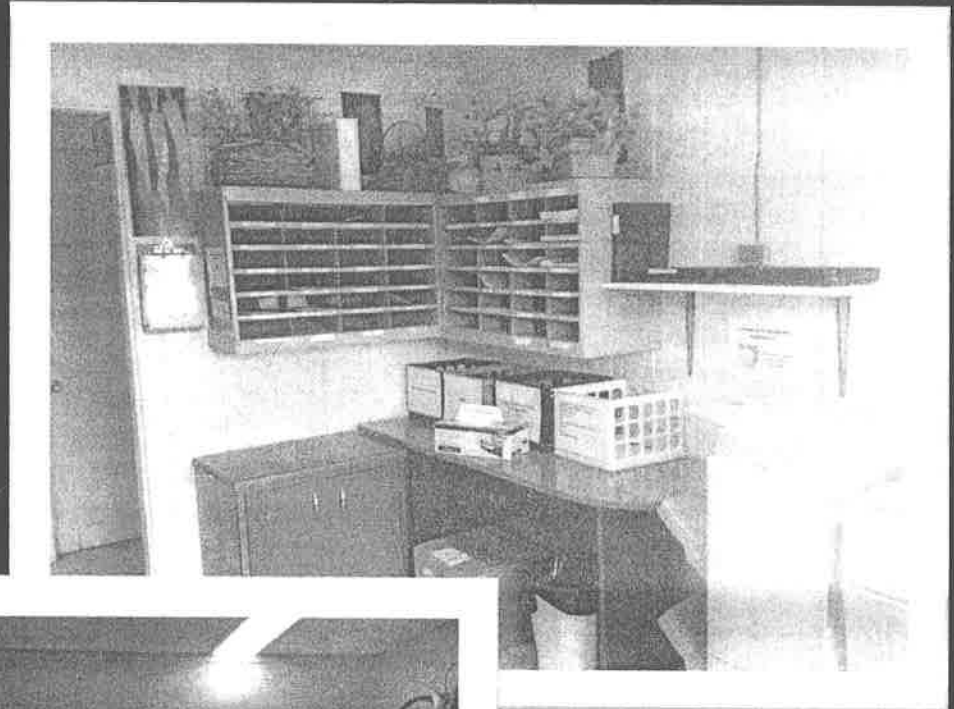
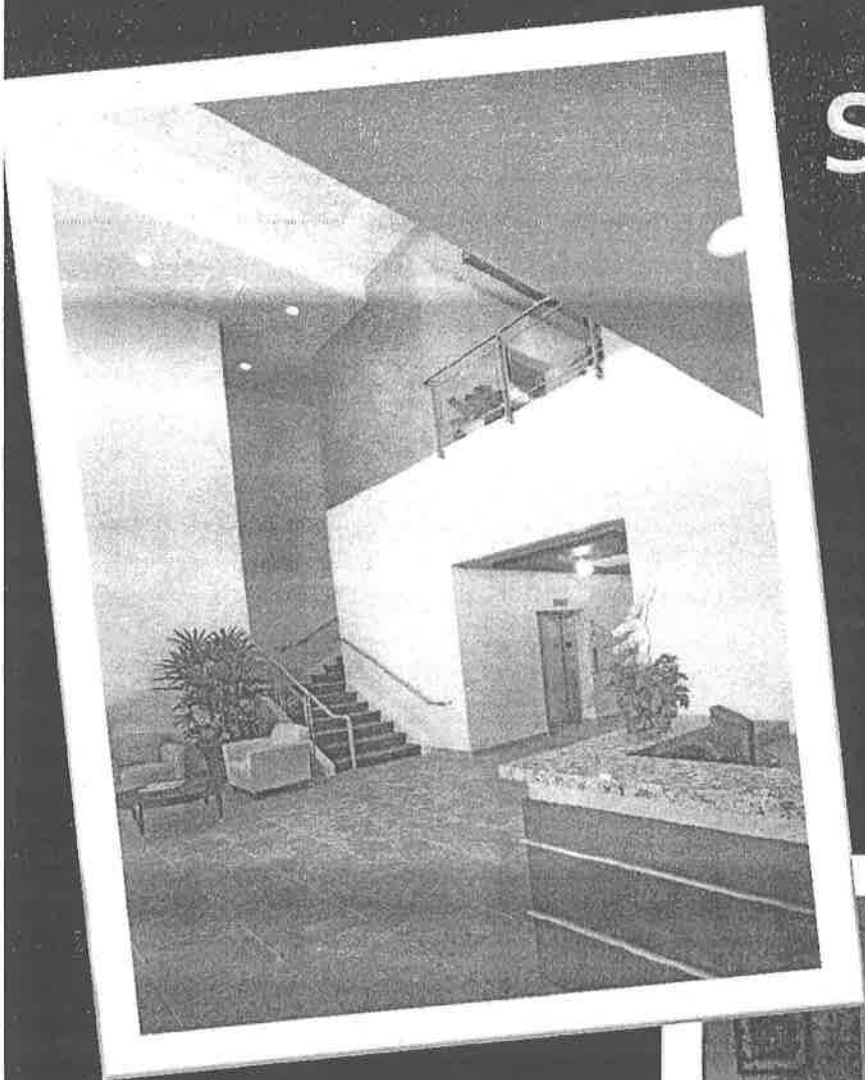
Concept Plan First Floor

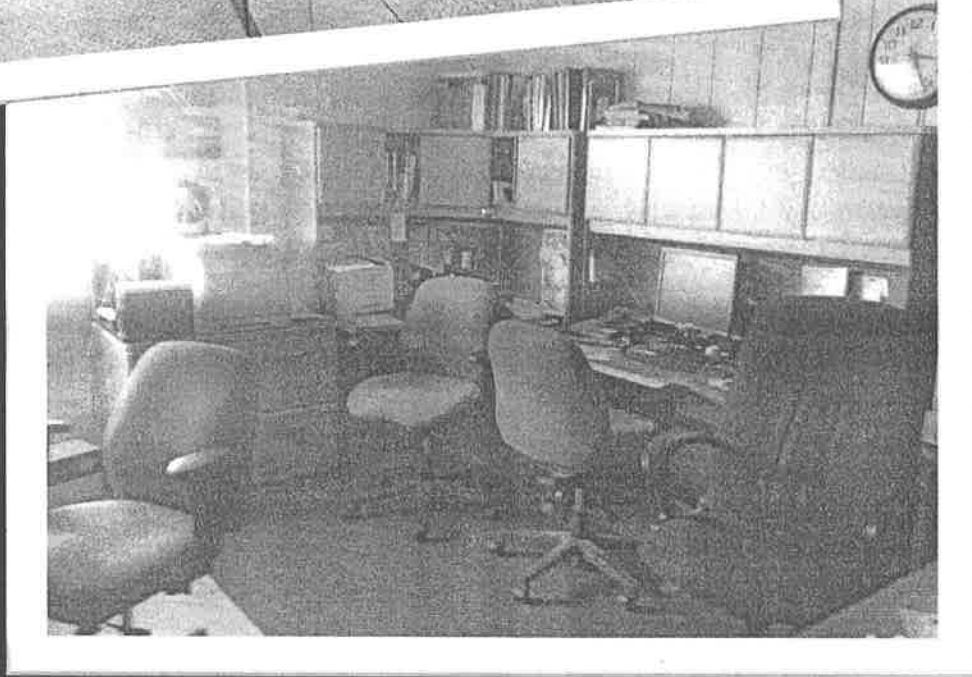
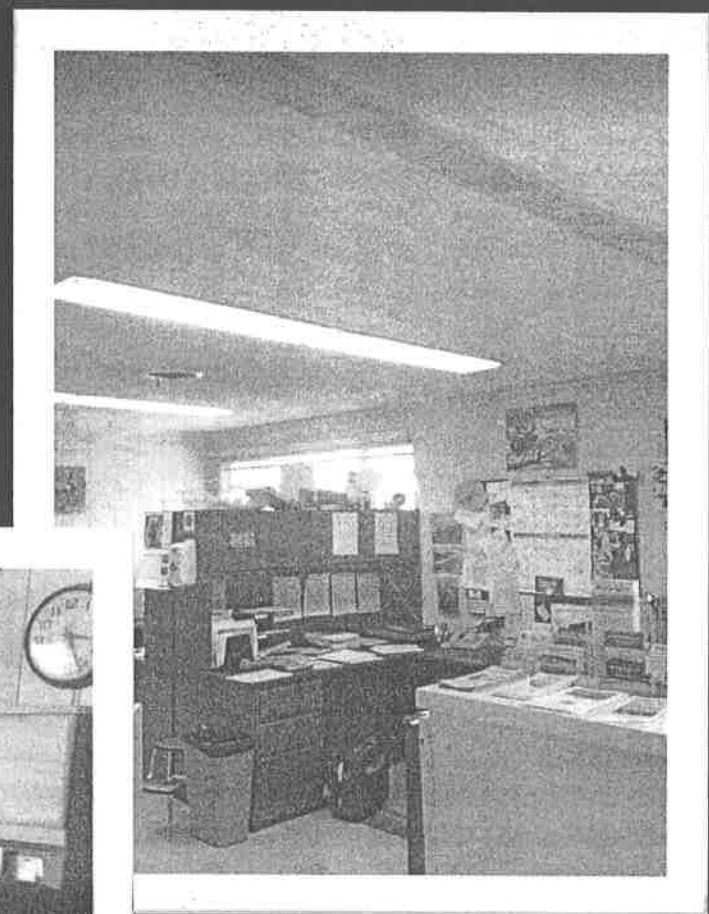


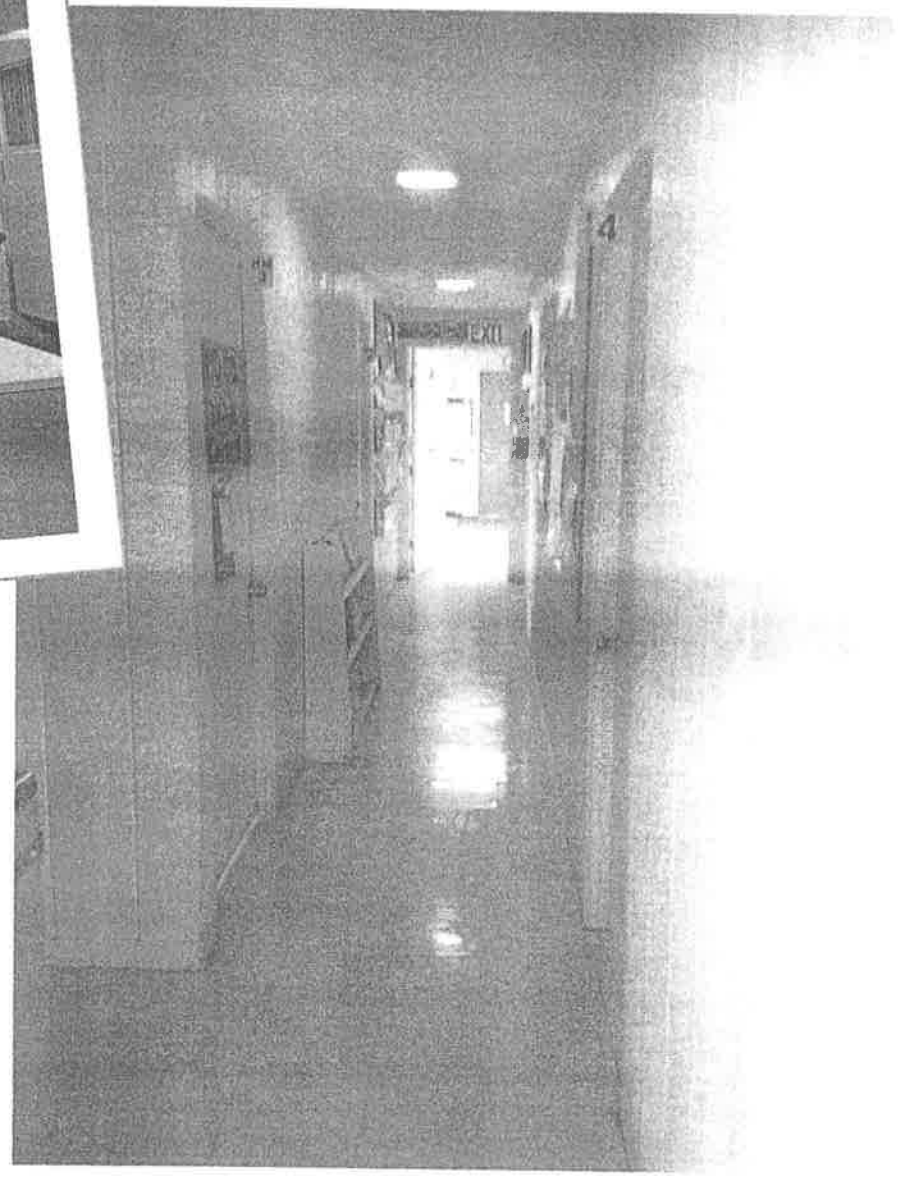
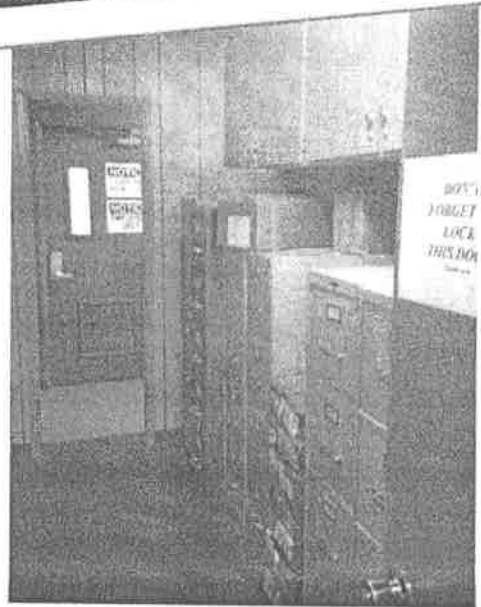
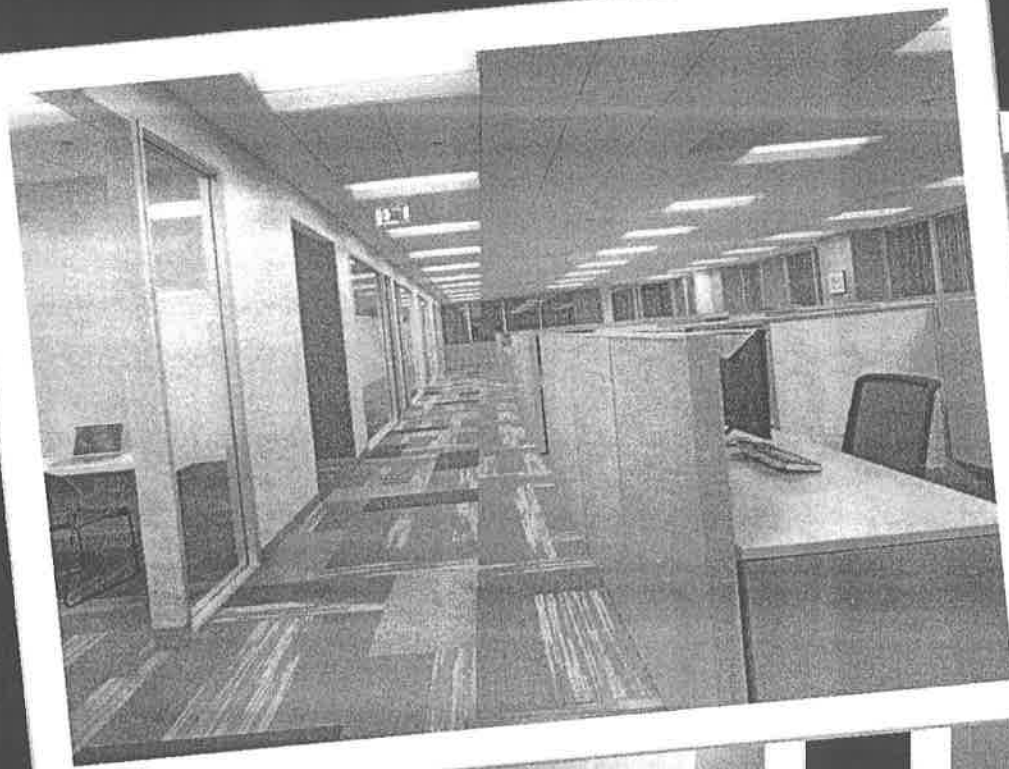
Concept Plan Second Floor



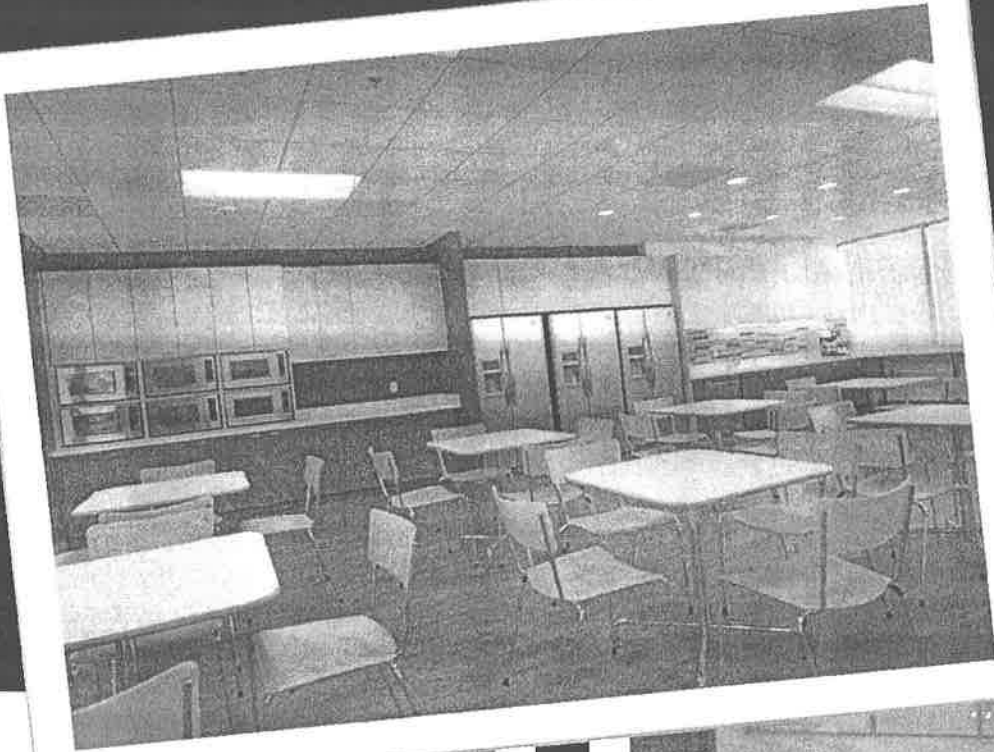
Space Comparisons







Adequate vs Not Adequate



Questions





**INYO COUNTY CONSOLIDATED OFFICE BUILDING
SUMMARY OF TRANSACTION and
ANALYSIS OF POTENTIAL SAVINGS
(Based on Final Term Sheet)**

**For Presentation to
INYO COUNTY BOARD OF SUPERVISORS
November 12, 2013**

by

**Allan D. Kotin , Principal
ALLAN D. KOTIN & ASSOCIATES, County Economic Consultant**

Presentation Outline



PRESENTATION IS THREE PARTS---

- ***FINANCIAL TRANSACTION***
- ***ANALYSIS OF POTENTIAL SAVINGS***
- ***OVERALL ASSESSMENT***

PART ONE – THE FINANCIAL TRANSACTION

- 1. Key Financial Terms from Term Sheet***
- 2. Change from Earlier Term Sheet***
- 3. Explanation of Increased Cost***

PART TWO – THE POTENTIAL SAVINGS TO INYO COUNTY

- 1. Some Definition of Terms***
- 2. Pure Rent Savings***
- 3. Savings including Utility Savings***
- 4. Savings including both Utility and Possible Operational Savings***

PART THREE – OVERALL ASSESSMENT BY CONSULTANT

(Value Received, Likely Cost of Alternatives, Choices Available to Board)

KEY CHANGES

1. INCREASED COST TO COUNTY

- How Much
- Why

2. ELIMINATION OF COUNTY LAND TRANSFER TO DEVELOPER

- Estimates of Dollar Impact

Financial Terms – Then and Now



THE COST OF THE BUILDING

	March, 2012	October, 2013	\$ Change	% Change
Building Shell	\$3,886,200	\$4,124,518	\$238,318	6.1%
Tenant Improvement Allowanc	\$2,100,000	\$2,100,000	\$0	0.0%
Architecture & Engineering	\$271,200	\$315,350	\$44,150	16.3%
Permits	\$291,000	\$291,000	\$0	0.0%
Sitework	\$1,699,000	\$1,997,385	\$298,385	17.6%
Land	\$604,000	\$604,000	\$0	0.0%
Soft Costs*	\$944,250	\$1,015,000	\$70,750	7.5%
G&A Expenses, Insurance, Taxe And Contingency	\$412,500	\$465,000	\$52,500	12.7%
Developer Fee As Stated	\$408,300	\$421,493	\$13,193	3.2%
Cost Absorption Described	\$0	(\$375,453)	-\$375,453	
"NET" Development Fee**	\$408,300	\$46,040	-\$362,260	-88.7%
TOTAL DEVELOPMENT COST	\$10,616,450	\$10,958,293	\$341,843	3.2%

* Soft Costs include Financing, Interim Interest, Legal, Title, Closing, Appraisal & Consulting, Project Management, and Project Setup)

* If the cost absorption described is not offset by actual savings then it will be absorbed in the development fee

Financial Terms – Then and Now



THE COST OF FINANCING

(in 000's)

	As Presented March 2012	March 2012 Cost at Current Rates	Current Costs at Current Rates	Current Costs With TI at Current Rates
Total Development Cost	\$10,616	\$10,616	\$10,958	\$11,168
Less: Down Payment (Prepaid Rent)	<u>-\$2,000</u>	<u>-\$2,000</u>	<u>-\$2,000</u>	<u>-\$2,000</u>
Amount to be Financed	\$8,616	\$8,616	\$8,958	\$9,168
<i>Annual Payment for 20 years</i>	<i>\$600.0</i>	<i>\$650.1</i>	<i>\$674.8</i>	<i>\$690.3</i>
Total Financing Payments	\$12,000	\$13,003	\$13,496	\$13,805
Less: Amount to be Financed	<u>-\$8,616</u>	<u>-\$8,616</u>	<u>-\$8,958</u>	<u>-\$9,168</u>
Net Financing Cost	\$3,384	\$4,387	\$4,538	\$4,637
<i>Imputed all-in interest rate of</i>	<i>3.39%</i>	<i>4.29%</i>	<i>4.29%</i>	<i>4.29%</i>
Net Change in Financing Cost				
Change from prior estimate	\$0	\$1,003	\$151	\$99
Cumulative change from March 2012	\$0	\$1,003	\$1,154	\$1,253

Financial Terms – Then and Now



COMBINED COST WITH ADDITIONAL COUNTY PAYMENTS (in 000's)

	As Presented March 2012	March 2012 Cost at Current Rates	Current Costs at Current Rates	Current Costs With TI at Current Rates
DEVELOPMENT COSTS	\$10,616	\$10,616	\$10,958	\$11,168
Change from March 2012	\$0	\$0	\$342	\$552
FINANCING COSTS	\$3,384	\$4,387	\$4,538	\$4,637
Change from March 2012	\$0	\$1,003	\$1,154	\$1,253
TOTAL COSTS BEFORE ADDITIONAL COUNTY PAYMENTS	\$14,000	\$15,003	\$15,496	\$15,805
Change from March 2012	\$0	\$1,003	\$1,496	\$1,805
ADDITIONAL COUNTY PAYMENTS				
Three payments of \$250,000	\$750	\$750	\$750	\$750
County Land Parcel at Appraised Value	\$750	\$750		
TOTAL ADDITIONAL COUNTY PAYMENTS	\$1,500	\$1,500	\$750	\$750
Change from March 2012	\$0	\$0	-\$750	-\$750
TOTAL COMBINED COUNTY COSTS	\$15,500	\$16,503	\$16,246	\$16,555
Change from March 2012	\$0	\$1,003	\$746	\$1,055

SOME COMMENTS ON THE CHANGES

BUILDING COSTS

- 1. General cost increases**
- 2. Cost of increase regulations**
- 3. Comparison to similar public buildings**

FINANCING COSTS

- 1. General trends**
- 2. Availability of alternatives**

HOW THE COST INCREASES ARE SHARED-

”Sharing the Pain”

- 1. Responsibility for increase – “Did somebody goof?”**
- 2. Value of Developer concessions**

Potential Savings – Overview and Purpose (1 of 2)

WHY DO THIS? *Three Key Reasons Public Agencies Build Their Own Buildings*

1. *Better quarters*
2. *To Save Occupancy Costs, and*
3. *(the key reason) To CONTROL Occupancy Costs*

THIS ANALYSIS FOCUSES ON REASONS 2 AND 3

Lower Occupancy costs and Control of Occupancy Costs by comparing

1. The annual and cumulative cost of entering into this transaction referred to as **BUILD TO SUIT**
2. The cost to just continuing to rent space in other buildings, referred to as **STATUS QUO**

Potential Savings – Overview and Purpose (2 of 2)

THE ELEMENTS OF THE COMPARISON

- 1. The prepaid rent (“downpayment”)**
- 2. The annual rent**
- 3. The potential energy and operational savings associated with occupancy of a single modern building and limited savings in property tax now paid to some landlords or rented space**
- 4. Potential personnel savings from economies of scale in building operations, i.e. reception and maintenance employees with no require change in operational staff**

Potential Savings – Some Key Definitions



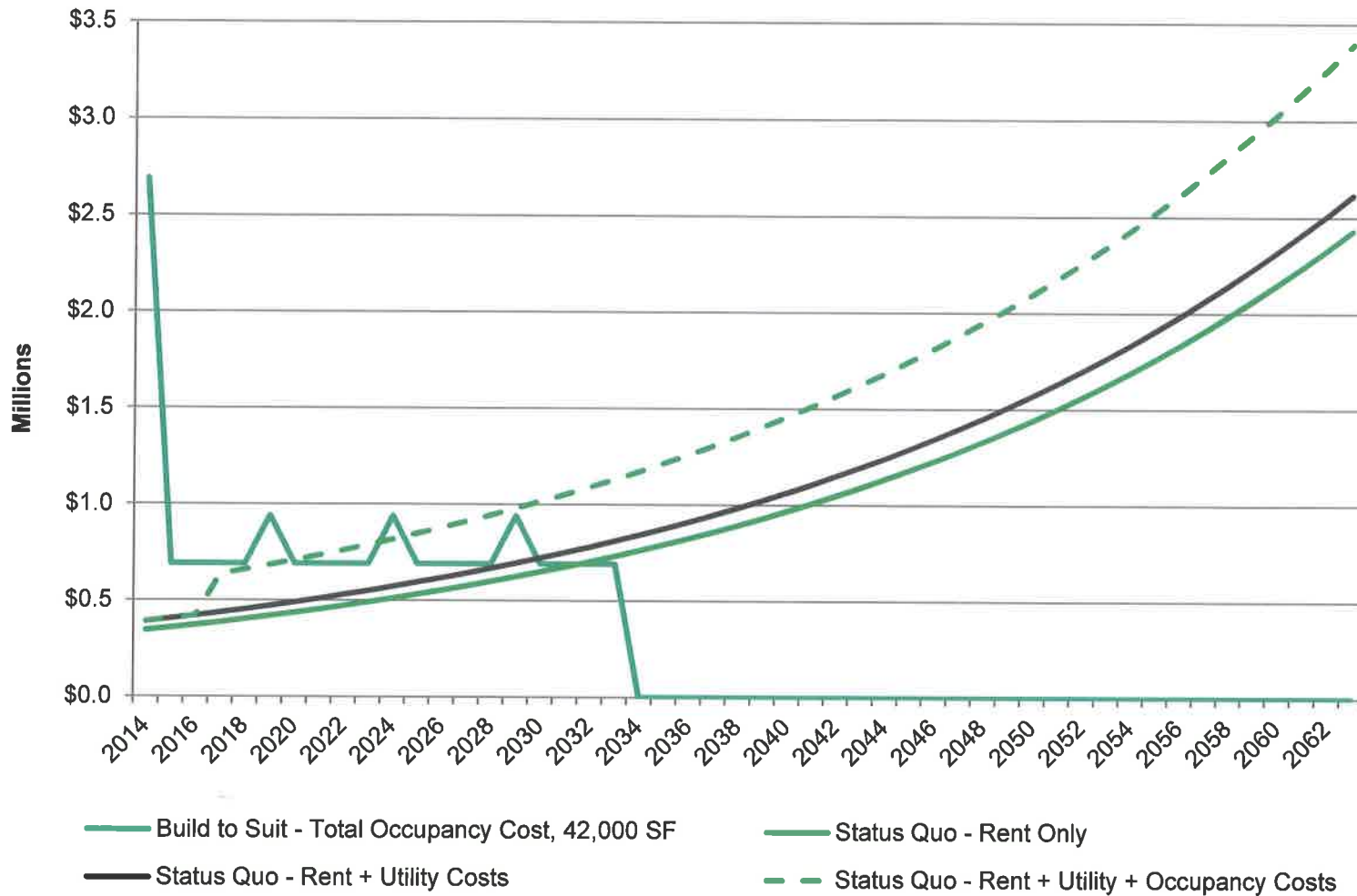
Marginal Annual Costs - just the costs that change such as rent only or rent and utilities . Other occupancy costs such as custodians, insurance, cleaning etc are assumed to be the same in all scenarios

Rent Only – only the rent paid in the two scenarios is included with no allowance for utility or other savings

Status Quo – Rent +Utilities this adds to the rents the County pays now the higher cost of utilities vs. build to suit

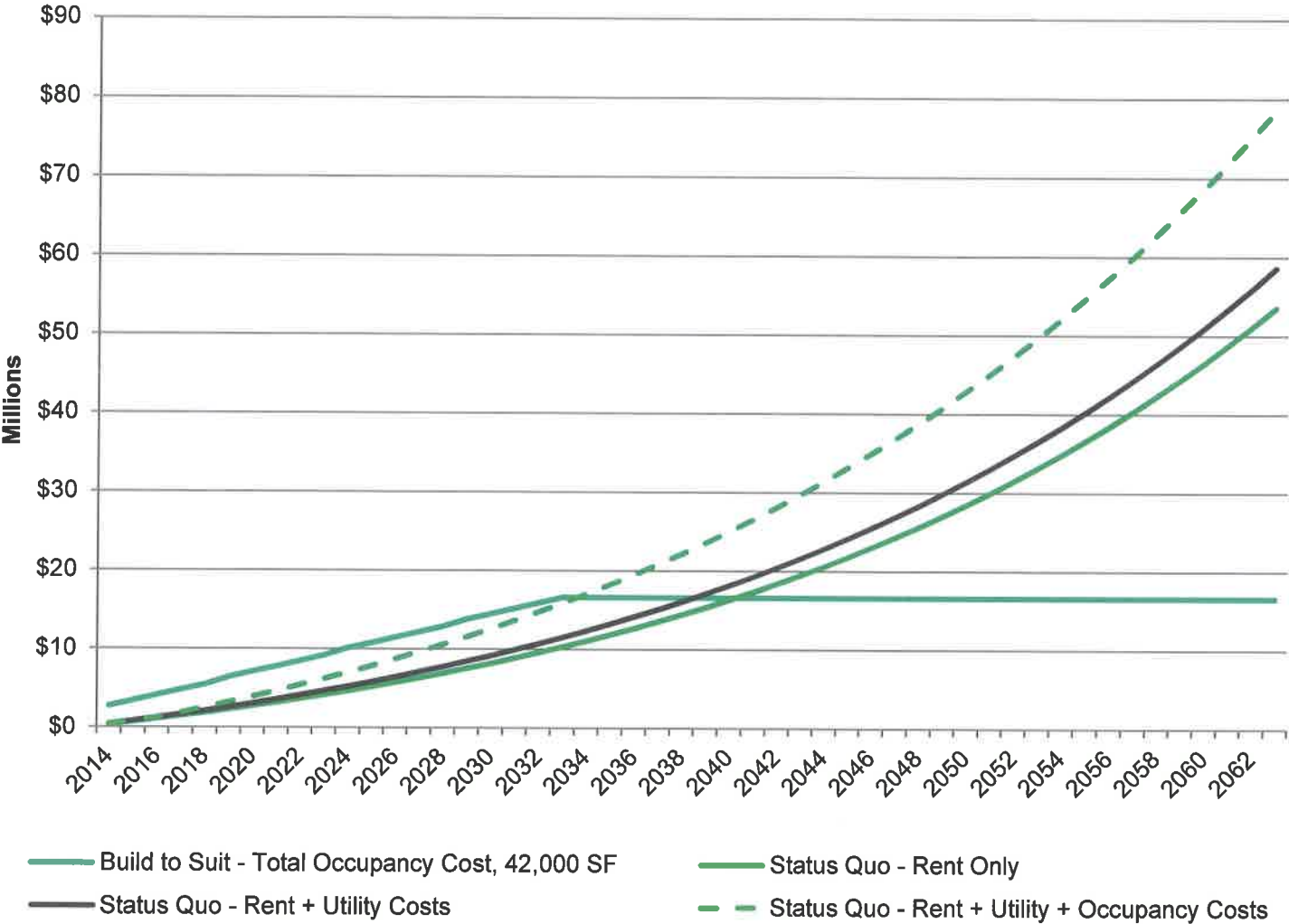
Status Quo – Rent +Utilities+Personnel this adds to the rents the County pays now the higher cost of utilities vs. build to suit and a small (\$45,000) allowance for personnel savings

Marginal Cost Comparison by Year, Annual*



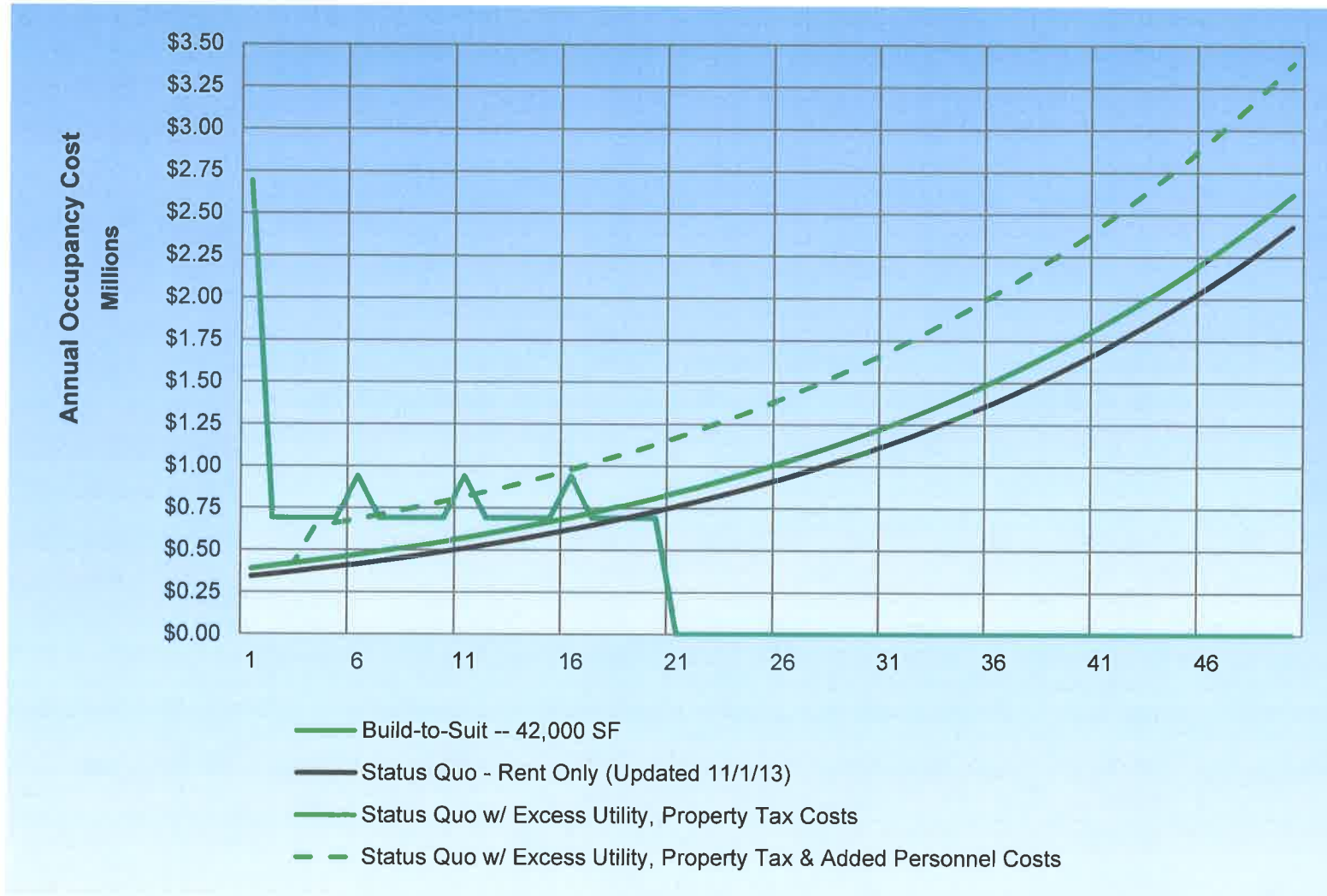
* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Marginal Cost Comparison by Year, Cumulative*



* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Comparative Occupancy Cost Analysis*

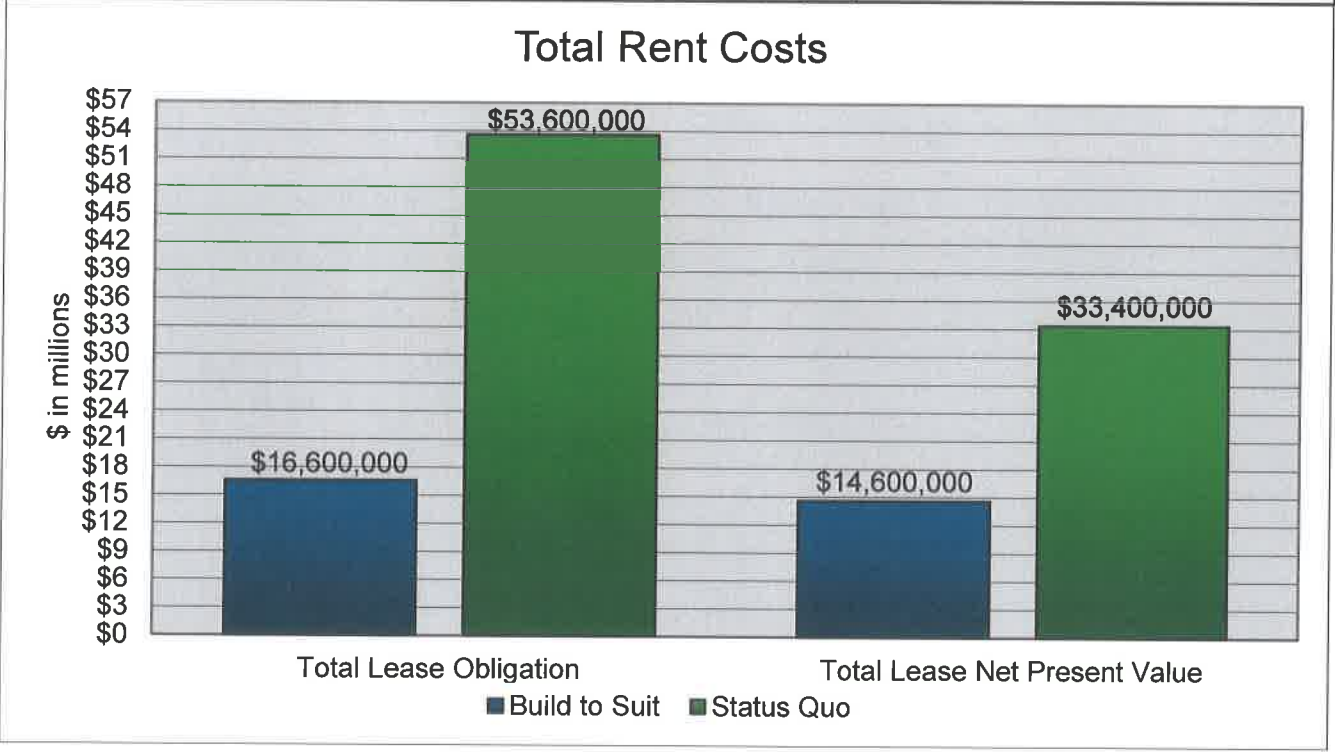


* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Key Assumptions and Total Marginal Cost Comparison*



SCENARIOS	1	2
	Build to Suit	Status Quo
GENERAL TERMS		
Rentable Square Feet	42,000	39,691
Load Factor	0.00%	0.00%
Usable Square Feet	42,000	39,691
TOTAL RENT COSTS OVER 50 YEARS		
Total Lease Obligation	\$16,600,000	\$53,600,000
Total Lease Net Present Value	\$14,600,000	\$33,400,000
Total Savings with Build to Suit, Whole \$	\$37,000,000	
Total Savings with Build to Suit, NPV	\$18,800,000	



Assumptions and Rent Savings



General Assumptions

Discount Rate: 1.5%

SCENARIOS	1	2
	Build to Suit	Status Quo

Premises

Rentable Square Feet	42,000		39,691	
Load Factor	0.00%		0.00%	estimated
Usable Square Feet	42,000		39,691	

General Terms

Commencement Date	1/1/2014		1/1/2014	
Expiration Date	12/31/2033		12/31/2063	

General Terms

Parking Ratio per 1,000 SF	6.60	per SF	4.00	per RSF
Unreserved Parking Spaces	277		159	
Reserved Parking Spaces	0	per SF	0	

Rent Structure per Month

Initial Base Rent Rate	\$57,522	\$1.37/RSF/mo	\$28,514.24	\$0.72/RSF/mo
Free Rent	0.00	Months	0.00	Months
Rental Rate Increases	\$0.00	per Year	4.08%	per Year

Additional Costs Resulting From Occupying Multiple Facilities

Taxes	\$0.00	estimated	\$0.00	estimated
Tax Increase	2.00%	per Year	2.00%	per Year
Excess Utility Costs for Older Construction	\$0.00	estimated	\$3,235 /mo	estimated
Additional Personnel for 5 Locations †	\$0.00	estimated	\$15,000 /mo	estimated
Month Efficiency Begins	01/01/17		01/01/17	

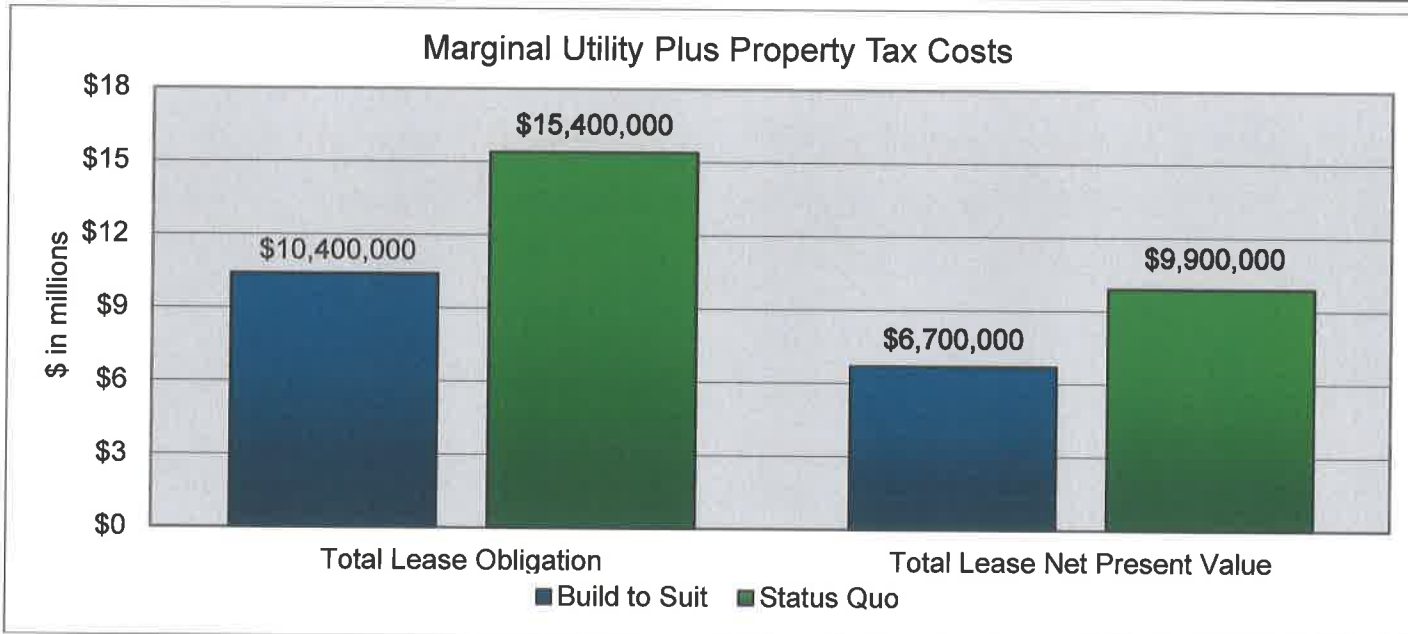
† It is assumed that the cost of four (4) full-time employee positions will be saved through attrition and reassignment as a result of combining functions into a single facility.

*** Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.**

Supporting Assumptions and Totals for Utility and Tax Savings*



SCENARIOS	1	2
	Build to Suit	Status Quo
GENERAL TERMS		
Rentable Square Feet	42,000	39,691
Load Factor	0.00%	0.00%
Usable Square Feet	42,000	39,691
Period of Comparison for Utility Costs (months)	600	600
TOTAL UTILITY COSTS		
Total Utility + Tax Obligation	\$10,400,000	\$15,400,000
Total Utility + Tax Net Present Value	\$6,700,000	\$9,900,000
Average Annual Cost	\$208,000	\$308,000
Average Monthly Cost	\$17,333	\$25,667
Avg. Cost / RSF / Month	\$0.41	\$0.65

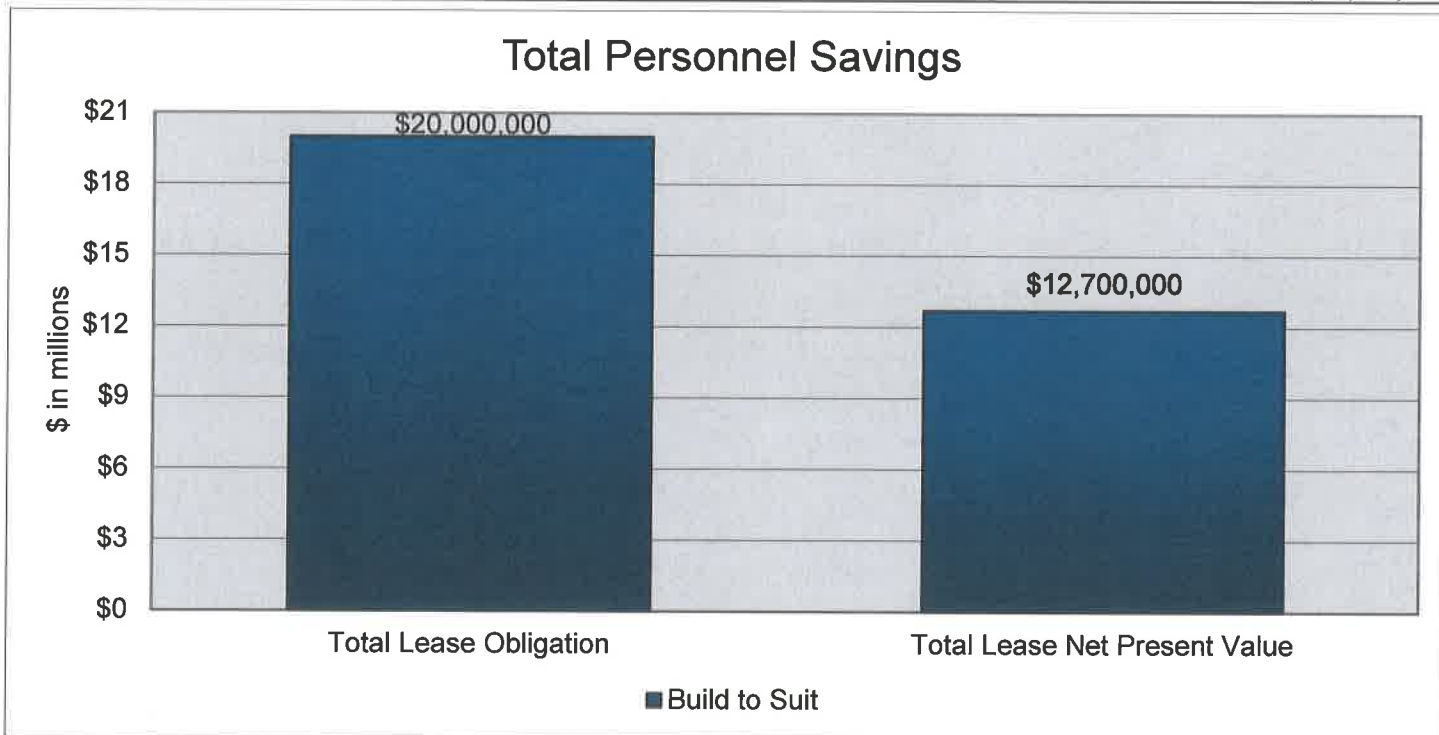


* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Supporting Assumptions and Totals for Personnel Savings



SCENARIOS	1	2
	Build to Suit	Status Quo
GENERAL TERMS		
Rentable Square Feet	42,000	39,691
Load Factor	0.00%	0.00%
Usable Square Feet	42,000	39,691
Lease Term (Months)	240	600
TOTAL EXCESS PERSONNEL COSTS		
Total Personnel Obligation	\$0	\$20,000,000
Total Personnel Net Present Value	\$0	\$12,700,000



** Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.*

OVERALL ASSESSMENT



VALUE RECEIVED

Total cost before financing of \$10,9⁵28,000 equals \$260 per sq. ft. - This is not at all high for a public building

Build to suit for LA County in 2008 was over \$300

Recent delivered costs in LA and Bay Area over \$350

LIKELY COST OF ALTERNATIVES

The cost of the Status Quo is equal over 20 years and **MUCH HIGHER** thereafter

Abandoning site and doing build to suit on County site would likely increase financing costs by as much as 50% vs a 6% savings in land cost and risk of other higher costs

CHOICES AVAILABLE TO BOARD

Go forward as proposed or abandon new building quest for now - **YOU WON'T GET IT ANY CHEAPER.**

QUESTIONS? OR COMMENTS?

Supporting Calculations*



- **Build to Suit - Annual Rent For Build to Suit Scenario***
(See Slide 21)
- **Status Quo - Annual Rent For Status Quo Scenario***
(See Slide 22)
- **Comparative Occupancy Cost Analysis***
(See Slide 23)
- **Utility and Property Tax Savings – Annual***
(See Slide 24)
- **Personnel Savings – Annual* (See Slide 25)**

** Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.*

Build to Suit - Annual Rent*



Build to Suit						
Year	Monthly Rent	Add'l Lump Sum Pmts	Tenant Improvement Cost	Total Obligation	Present Value Discount	Present Value
2014	\$690,264	\$2,000,000	\$0	\$2,690,264		\$2,685,544
2015	\$690,264	\$0	\$0	\$690,264		\$675,344
2016	\$690,264	\$0	\$0	\$690,264		\$665,296
2017	\$690,264	\$0	\$0	\$690,264		\$655,397
2018	\$690,264	\$0	\$0	\$690,264		\$645,645
2019	\$690,264	\$250,000	\$0	\$940,264		\$867,986
2020	\$690,264	\$0	\$0	\$690,264		\$626,575
2021	\$690,264	\$0	\$0	\$690,264		\$617,253
2022	\$690,264	\$0	\$0	\$690,264		\$608,069
2023	\$690,264	\$0	\$0	\$690,264		\$599,021
2024	\$690,264	\$250,000	\$0	\$940,264		\$805,306
2025	\$690,264	\$0	\$0	\$690,264		\$581,328
2026	\$690,264	\$0	\$0	\$690,264		\$572,679
2027	\$690,264	\$0	\$0	\$690,264		\$564,158
2028	\$690,264	\$0	\$0	\$690,264		\$555,764
2029	\$690,264	\$250,000	\$0	\$940,264		\$747,152
2030	\$690,264	\$0	\$0	\$690,264		\$539,349
2031	\$690,264	\$0	\$0	\$690,264		\$531,324
2032	\$690,264	\$0	\$0	\$690,264		\$523,418
2033	\$690,264	\$0	\$0	\$690,264		\$515,631
2034	\$0	\$0	\$0	\$0		\$0
2035	\$0	\$0	\$0	\$0		\$0
2063	\$0	\$0	\$0	\$0		\$0
Totals	\$13,805,280	\$2,750,000	\$0	\$16,555,280		\$14,580,000

* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Status Quo - Annual Rent*



Status Quo							
Year	Lease Rate	Base Rent	Taxes	Unreserved Parking	Reserved Parking	Total Obligation	Present Value
2014	\$0.72	\$342,171	\$0	\$0	\$0	\$342,171	\$339,831
2015	\$0.75	\$356,131	\$0	\$0	\$0	\$356,131	\$348,433
2016	\$0.78	\$370,661	\$0	\$0	\$0	\$370,661	\$357,253
2017	\$0.81	\$385,783	\$0	\$0	\$0	\$385,783	\$366,296
2018	\$0.84	\$401,523	\$0	\$0	\$0	\$401,523	\$375,568
2019	\$0.88	\$417,905	\$0	\$0	\$0	\$417,905	\$385,075
2020	\$0.91	\$434,955	\$0	\$0	\$0	\$434,955	\$394,823
2021	\$0.95	\$452,700	\$0	\$0	\$0	\$452,700	\$404,817
2022	\$0.99	\$471,170	\$0	\$0	\$0	\$471,170	\$415,064
2023	\$1.03	\$490,393	\$0	\$0	\$0	\$490,393	\$425,571
2024	\$1.07	\$510,401	\$0	\$0	\$0	\$510,401	\$436,343
2025	\$1.12	\$531,225	\$0	\$0	\$0	\$531,225	\$447,388
2026	\$1.16	\$552,898	\$0	\$0	\$0	\$552,898	\$458,713
2027	\$1.21	\$575,456	\$0	\$0	\$0	\$575,456	\$470,324
2028	\$1.26	\$598,934	\$0	\$0	\$0	\$598,934	\$482,230
2029	\$1.31	\$623,370	\$0	\$0	\$0	\$623,370	\$494,437
2030	\$1.36	\$648,803	\$0	\$0	\$0	\$648,803	\$506,952
2031	\$1.42	\$675,273	\$0	\$0	\$0	\$675,273	\$519,785
2032	\$1.48	\$702,823	\$0	\$0	\$0	\$702,823	\$532,942
2033	\$1.54	\$731,498	\$0	\$0	\$0	\$731,498	\$546,433
2034	\$1.60	\$761,342	\$0	\$0	\$0	\$761,342	\$560,264
2035	\$1.66	\$792,404	\$0	\$0	\$0	\$792,404	\$574,446
2063	\$5.10	\$2,427,831	\$0	\$0	\$0	\$2,427,831	\$1,156,729
Totals		\$53,550,000	\$0	\$0	\$0	\$53,550,000	\$33,430,000

* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Utility and Property Tax Savings - Annual*



Existing Facility SF	39,691	Property Taxes per Month	\$590
Utility Cost per Month as of 11/2013	\$10,783.24	Inflation on Property Taxes	2.00%
Average Cost per Month per SF	\$0.27	Inflation on Energy Costs	3.00%
Estimated Utility Cost Savings	30%		
Estimated Utility Savings per Month	\$3,234.97		

Year	Status Quo - Utilities	Property Tax	Total	Status Quo Present Value	Estimated Savings, Utility	Estimated Savings, Property Tax	Estimated Savings, Utility+Tax	Net Utility+ Tax for Build to Suit	Build to Suit Present Value
2014	\$131,169	\$7,145	\$138,313	\$137,363	(\$39,351)	(\$7,145)	(\$46,495)	\$91,818	\$91,187
2015	\$135,104	\$7,288	\$142,391	\$139,308	(\$40,531)	(\$7,288)	(\$47,819)	\$94,573	\$92,525
2016	\$139,157	\$7,433	\$146,590	\$141,283	(\$41,747)	(\$7,433)	(\$49,180)	\$97,410	\$93,883
2017	\$143,331	\$7,582	\$150,913	\$143,285	(\$42,999)	(\$7,582)	(\$50,581)	\$100,332	\$95,260
2018	\$147,631	\$7,734	\$155,365	\$145,317	(\$44,289)	(\$7,734)	(\$52,023)	\$103,342	\$96,658
2019	\$152,060	\$7,888	\$159,949	\$147,378	(\$45,618)	(\$7,888)	(\$53,506)	\$106,442	\$98,077
2020	\$156,622	\$8,046	\$164,668	\$149,469	(\$46,987)	(\$8,046)	(\$55,033)	\$109,636	\$99,516
2021	\$161,321	\$8,207	\$169,528	\$151,591	(\$48,396)	(\$8,207)	(\$56,603)	\$112,925	\$100,977
2022	\$166,160	\$8,371	\$174,532	\$153,743	(\$49,848)	(\$8,371)	(\$58,219)	\$116,312	\$102,458
2023	\$171,145	\$8,539	\$179,684	\$155,927	(\$51,344)	(\$8,539)	(\$59,882)	\$119,802	\$103,962
2024	\$176,280	\$8,709	\$184,989	\$158,142	(\$52,884)	(\$8,709)	(\$61,593)	\$123,396	\$105,487
2025	\$181,568	\$8,883	\$190,452	\$160,389	(\$54,470)	(\$8,883)	(\$63,354)	\$127,098	\$107,035
2026	\$187,015	\$9,061	\$196,076	\$162,669	(\$56,105)	(\$9,061)	(\$65,166)	\$130,911	\$108,606
2027	\$192,626	\$9,242	\$201,868	\$164,982	(\$57,788)	(\$9,242)	(\$67,030)	\$134,838	\$110,200
2028	\$198,404	\$9,427	\$207,832	\$167,329	(\$59,521)	(\$9,427)	(\$68,949)	\$138,883	\$111,817
2029	\$204,356	\$9,616	\$213,972	\$169,710	(\$61,307)	(\$9,616)	(\$70,923)	\$143,050	\$113,458
2030	\$210,487	\$9,808	\$220,295	\$172,125	(\$63,146)	(\$9,808)	(\$72,954)	\$147,341	\$115,123
2031	\$216,802	\$10,004	\$226,806	\$174,575	(\$65,041)	(\$10,004)	(\$75,045)	\$151,761	\$116,812
2032	\$223,306	\$10,204	\$233,510	\$177,061	(\$66,992)	(\$10,204)	(\$77,196)	\$156,314	\$118,527
2033	\$230,005	\$10,408	\$240,413	\$179,584	(\$69,001)	(\$10,408)	(\$79,410)	\$161,003	\$120,266
2034	\$236,905	\$10,617	\$247,522	\$182,142	(\$71,072)	(\$10,617)	(\$81,688)	\$165,834	\$122,031
2035	\$244,012	\$10,829	\$254,841	\$184,738	(\$73,204)	(\$10,829)	(\$84,033)	\$170,809	\$123,822
2062	\$542,022	\$18,484	\$560,506	\$271,074	(\$162,607)	(\$18,484)	(\$181,090)	\$379,415	\$183,494
2063	\$558,282	\$18,853	\$577,136	\$274,964	(\$167,485)	(\$18,853)	(\$186,338)	\$390,798	\$186,187
Totals	\$14,800,000	\$600,000	\$15,400,000	\$9,910,000			(\$5,040,000)	\$10,360,000	\$6,660,000

* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Personnel Savings - Annual*



Estimated Additional Personnel Cost per Month, Status Quo † \$15,000
 First Year of Additional Personnel Cost 2017
 Inflation on Personnel Costs 3.00%

Year	Status Quo Present Value	Estimated Savings	Build to Suit	Build to Suit Present Value
2014	\$0	\$0	\$0	\$0
2015	\$0	\$0	\$0	\$0
2016	\$0	\$0	\$0	\$0
2017	\$189,303	\$0	\$0	\$0
2018	\$192,081	\$0	\$0	\$0
2019	\$194,899	\$0	\$0	\$0
2020	\$197,760	\$0	\$0	\$0
2021	\$200,662	\$0	\$0	\$0
2022	\$203,606	\$0	\$0	\$0
2023	\$206,594	\$0	\$0	\$0
2024	\$209,626	\$0	\$0	\$0
2025	\$212,702	\$0	\$0	\$0
2026	\$215,823	\$0	\$0	\$0
2027	\$218,991	\$0	\$0	\$0
2028	\$222,204	\$0	\$0	\$0
2029	\$225,465	\$0	\$0	\$0
2030	\$228,774	\$0	\$0	\$0
2031	\$232,131	\$0	\$0	\$0
2032	\$235,537	\$0	\$0	\$0
2033	\$238,994	\$0	\$0	\$0
2034	\$242,501	\$0	\$0	\$0
2035	\$246,060	\$0	\$0	\$0
2063	\$369,993	\$0	\$0	\$0
Totals	\$12,700,000	\$0	\$0	\$0

† Based on four employees at total annual current County cost of \$45,000 each.

* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.

Comparative Occupancy Cost Analysis*



	Build-to-Suit -- 42,000 SF	Status Quo - Rent Only (Updated 11/1/13)	Excess Utility, Property Tax Costs	Status Quo w/ Excess Utility, Property Tax Costs	Added Personnel Costs	Status Quo w/ Excess Utility, Property Tax & Added Personnel Costs	Total Potential Savings
2014	\$2,690,264	\$342,171	\$46,495	\$388,666	\$0	\$388,666	(\$2,301,598)
2015	\$690,264	\$356,131	\$47,819	\$403,950	\$0	\$403,950	(\$286,314)
2016	\$690,264	\$370,661	\$49,180	\$419,841	\$0	\$419,841	(\$270,423)
2017	\$690,264	\$385,783	\$50,581	\$436,365	\$199,381	\$635,746	(\$54,518)
2018	\$690,264	\$401,523	\$52,023	\$453,546	\$205,362	\$658,908	(\$31,356)
2019	\$940,264	\$417,905	\$53,506	\$471,411	\$211,523	\$682,934	(\$257,330)
2020	\$690,264	\$434,955	\$55,033	\$489,987	\$217,869	\$707,856	\$17,592
2021	\$690,264	\$452,700	\$56,603	\$509,304	\$224,405	\$733,709	\$43,445
2022	\$690,264	\$471,170	\$58,219	\$529,389	\$231,137	\$760,527	\$70,263
2023	\$690,264	\$490,393	\$59,882	\$550,276	\$238,071	\$788,347	\$98,083
2024	\$940,264	\$510,401	\$61,593	\$571,994	\$245,213	\$817,208	(\$123,056)
2025	\$690,264	\$531,225	\$63,354	\$594,579	\$252,570	\$847,148	\$156,884
2026	\$690,264	\$552,898	\$65,166	\$618,064	\$260,147	\$878,211	\$187,947
2027	\$690,264	\$575,456	\$67,030	\$642,486	\$267,951	\$910,437	\$220,173
2028	\$690,264	\$598,934	\$68,949	\$667,882	\$275,990	\$943,872	\$253,608
2029	\$940,264	\$623,370	\$70,923	\$694,292	\$284,270	\$978,562	\$38,298
2030	\$690,264	\$648,803	\$72,954	\$721,757	\$292,798	\$1,014,554	\$324,290
2031	\$690,264	\$675,273	\$75,045	\$750,318	\$301,582	\$1,051,899	\$361,635
2032	\$690,264	\$702,823	\$77,196	\$780,020	\$310,629	\$1,090,649	\$400,385
2033	\$690,264	\$731,498	\$79,410	\$810,908	\$319,948	\$1,130,856	\$440,592
2034	\$0	\$761,342	\$81,688	\$843,030	\$329,546	\$1,172,577	\$1,172,577
2035	\$0	\$792,404	\$84,033	\$876,437	\$339,433	\$1,215,870	\$1,215,870
2036	\$0	\$824,733	\$86,445	\$911,179	\$349,616	\$1,260,794	\$1,260,794
2037	\$0	\$858,382	\$88,928	\$947,310	\$360,104	\$1,307,414	\$1,307,414
2038	\$0	\$893,403	\$91,483	\$984,886	\$370,907	\$1,355,793	\$1,355,793
2063	\$0	\$2,427,831	\$186,338	\$2,614,169	\$776,597	\$3,390,767	\$3,390,767
20-Year							
Totals	\$16,555,280	\$10,274,073	\$1,230,962	\$11,505,034	\$4,338,846	\$15,843,880	-\$711,400
50-Year							
Totals	\$16,555,280	\$53,548,269	\$5,042,915	\$58,591,183	\$20,017,147	\$78,608,330	\$62,053,050
Present Value of 50-Year Savings							\$34,700,000

* Note that the analysis is based on MARGINAL occupancy costs for the analysis period, not total occupancy costs.



CITY OF BISHOP

377 West Line Street – Bishop, CA 93514
P.O. Box 1236 – Bishop, CA 93515
City Hall (760) 873-5863 – Fax (760) 873-4873

May 30, 2018

County of Inyo Board of Supervisors
224 North Edwards
Independence, CA 93526

RE: November 6, 2018 General Municipal Election

Dear Board of Supervisors:

Please find attached three resolutions which were approved and adopted by the Bishop City Council at their May 29, 2018 regular City Council meeting. The attached three resolutions, Resolution No. 2018-09, Resolution No. 2018-10, and Resolution No. 2018-11 are to facilitate the City of Bishop General Municipal Election to be consolidated with the Statewide General Election scheduled on Tuesday, November 6, 2018 for the election of two Members of the City Council for the full term of four years; and one Member of the City Council for the remaining two years of a four-year term. The terms for Joe Peci and Karen Schwartz will be expiring. Due to the passing of Pat Gardner on March 24, 2018, the City Council appointed Chris Costello as Council Member on April 23, 2018 until the next City of Bishop General Municipal Election on November 6, 2018.

Resolution No. 2018-09 calls for the holding of a General Municipal Election to be held on Tuesday, November 6, 2018, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities.

Resolution No. 2018-10 requests the Board of Supervisors of the County of Inyo to consolidate a General Municipal Election to be held on November 6, 2018, with the Statewide General Election to be held on the date pursuant to Section 10403 of the Elections Code.

Resolution No. 2018-11 adopts regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 6, 2018.

Should you have any questions or concerns, please feel free to contact me directly at (760) 873-5863.

Sincerely,


Jim Tatum
City Administrator

Enclosures (3)

RESOLUTION NO. 2018-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 6, 2018, for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Bishop, California, on Tuesday, November 6, 2018, a General Municipal Election for the purpose of electing two Members of the City Council for the full term of four years; and one Member of the City Council for the remaining two years of a four-year term.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Inyo Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.


SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Inyo Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED ON MAY 29, 2018.



Karen Schwartz, Mayor

ATTEST: Jim Tatum, City Clerk

By: 

Robin Picken, Assistant City Clerk



STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, Assistant City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2018-09 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 29, 2018, and that the same was so passed and adopted by the following roll call vote.

AYES: Pecsi, Smith, Ellis, Schwartz

ABSENT: Costello

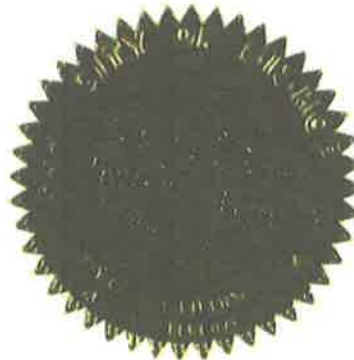
NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 30th day of May, 2018.



Robin Picken, Assistant City Clerk
CITY OF BISHOP



RESOLUTION NO. 2018-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Bishop called a General Municipal Election to be held on November 6, 2018, for the purpose of the election of two Members of the City Council, one Member of the City Council for the remaining two years of a four-year term of office in which a vacancy was created and which ends November 3, 2020; and

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Inyo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Inyo is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 6, 2018, for the purpose of the election of two Members of the City Council, one Member of the City Council for the remaining two years of a four-year term of office in which a vacancy was created and which ends November 3, 2020.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Bishop recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Inyo.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON MAY 29, 2018.

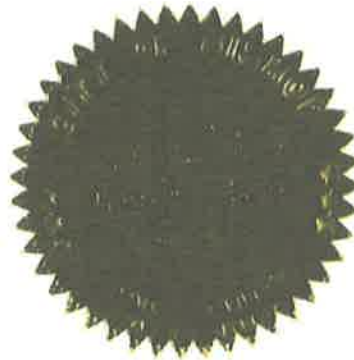


Karen Schwartz, Mayor

ATTEST: Jim Tatum, City Clerk

By: 

Robin Picken, Assistant City Clerk



STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, Assistant City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2018-10 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 29, 2018, and that the same was so passed and adopted by the following roll call vote.

AYES: Peci, Smith, Ellis, Schwartz

ABSENT: Costello

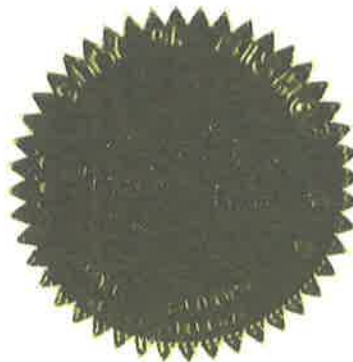
NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 30th day of May, 2018.



Robin Picken, Assistant City Clerk
CITY OF BISHOP



RESOLUTION NO. 2018-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018.

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Bishop on November 6, 2018 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Inyo. At this time, the County of Inyo has no foreign language requirements.
- B. The County will print and mail voter information guides and candidates statements to all voters in any foreign language requested as an option by the candidate. The County will make the voter information guides and candidates statements in any foreign language requested as an option by the candidate available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A) All translations shall be provided by professionally-certified translators.
- B) The City Clerk shall allow upper and lower case and block paragraph form to the same extent and manner as allowed by the County.
- C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 6, 2018 and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON MAY 29, 2018.



Karen Schwartz, Mayor

ATTEST: Jim Tatum, City Clerk

By: 

Robin Picken, Assistant City Clerk



STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, Assistant City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2018-11 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 29, 2018, and that the same was so passed and adopted by the following roll call vote.

AYES: Pecs, Smith, Ellis, Schwartz

ABSENT: Costello

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 30th day of May, 2018.



Robin Picken, Assistant City Clerk
CITY OF BISHOP

