

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

October 10, 2017

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
3. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Health and Human Services Director.
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION

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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **COUNTY ADMINISTRATOR – Inyo County Film Commission** – Request Board receive the Film Commissioner's Fiscal Year 2017-2018 Quarterly Report.

CONSENT AGENDA (Approval recommended by the County Administrator)

HEALTH AND HUMAN SERVICES

9. **Social Services** – Request Board approve the In-Home Supportive Services (IHSS) administrative rate increase from \$0.48 to \$0.58 for IHSS effective November 1, 2017.
10. **Workforce Investment Act** – Request Board approve Phase II of a Memorandum of Understanding between and among Kern, Inyo and Mono counties outlining the provision of

services under the Federal Workforce Innovation and Opportunity Act, formerly named the Workforce Investment Act of 1998, for the period of January 1, 2018 through August 31, 2020.

PUBLIC WORKS

11. Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and Qualcon Contractors, Inc. of Minden, NV for the construction of the West Bishop Roadway Reconstruction Project, changing the Scope of Work to increase the contract amount by \$83,600.44, for a total amount not to exceed \$2,493,837.94; B) authorize the Chairperson to sign Contract Amendment No. 1, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
12. Request Board approve the Exhibit 9-B Local Agency Disadvantaged Business Enterprise Annual Submittal Form for the 2017-2018 Federal Fiscal Year and authorize the Chairperson to sign.

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

13. **BOARD OF SUPERVISORS – Chairperson Tillemans** – Request Board nominate from among its membership a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2017-2018 Association Year, beginning November 28, 2017.
14. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board: A) ratify and approve the contract between the County of Inyo and California Institute of Behavioral Health Solutions for participation in an Eastern Sierra Strengths Model Collaborative in the amount of \$115,000 for the period of October 1, 2017 to June 30, 2019 and authorize the Chairperson to sign the contract and the HIPPA Business Association Agreement; and B) amend the Fiscal Year 2017-2018 CMH budget (Budget 045200) as follows: increase estimated revenue in State Grants (Revenue Code 4498) by \$95,000 and increase appropriation in Professional Services (Object Code 5265) by \$95,000 (4/5ths vote required).
15. **HEALTH AND HUMAN SERVICES – Aging/Social Services** – Request Board ratify and approve the contract between the County of Inyo and Philips Lifeline of Framingham, MA for the provision of Emergency Response Monitoring System services in an amount not to exceed \$6,000 for the period of July 1, 2017 through June 30, 2018, and authorize the Chairperson to sign.
16. **COUNTY ADMINISTRATOR – Motor Pool** – Request Board donate a surplus 2010 Ford F250, asset No. 8832, to the Lone Pine Community Services District (4/5ths vote required).
17. **COUNTY ADMINISTRATOR/PUBLIC WORKS** – Request Board review and discuss agenda items for the Mammoth Inyo Airport Working Group meeting scheduled for 9 a.m. on Friday, October 13, 2017 in Mammoth Lakes, including a proposed Framework for a Cooperation Agreement For Flexibility in the Provision of Reliable and Expanded Commercial Air Service.

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

- 11 a.m. 18. **COUNTY COUNSEL** – Request Board adopt an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 2.50.060 of the Inyo County Code, Pertaining to the Membership of the Children and Families Commission.” (No. 1209)
19. **CLERK-RECORDER-REGISTRAR OF VOTERS** – Request Board adopt an ordinance titled, “An Ordinance of the Inyo County Board of Supervisors Amending Sections 3.24.020, 3.24.040, 3.24.050, 3.24.060, 3.24.080, 3.24.100, 3.24.100, 3.24.150, and Adding Section 3.24.180 to the Inyo County Code Pertaining to Real Property Tax Transfer.” (No. 1210)

20. **PLANNING** – Request Board adopt an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2017-02/Silcott and Amending the Zoning Map of the County of Inyo by Rezoning a 8.92-Acre Parcel Located Between South Lake Road and Mt. Tom View Drive, West of the Community of Bishop (APN 014-270-18) from Open Space with a 40-Acre Minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) To Rural Residential with a 5-Acre Minimum (RR-5.0) And RR-5.0 SAHO; and Rural Residential with a 2.5-Acre Minimum (RR-2.5) and RR-2.5 SAHO.” (No. 1211)
21. **PROBATION** – Request Board adopt an ordinance titled, “An Ordinance of the Board of Supervisors, County of Inyo, State of California, Revising Inyo County Probation Department Fee Schedule.” (No. 1212)
22. **SHERIFF** – Request Board adopt an ordinance titled, “An Ordinance of the Inyo County Board of Supervisors Amending Section 8.28.040 to the Inyo County Code Pertaining to Animal Control Shelter Fees.” (No. 1213)
23. **COUNTY COUNSEL/CLERK OF THE BOARD** – Request Board adopt an ordinance titled, “An Ordinance of Inyo County, State of California, Repealing Inyo County Ordinance No. 37 (1951).” (No. 1215)

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

24. **PUBLIC COMMENT**

CORRESPONDENCE – ACTION

25. ***Inyo Fish and Wildlife Commission*** – Request Board approve a \$2,500 expenditure from the Fiscal Year 2017-2018 Fine Fund Budget to Eastern Sierra Wildlife Care for the rehabilitation of injured and orphaned wildlife.
26. ***Starlite Community Service District*** – Request Board approve the re-scheduling of Starlite Community Service District Governing Board Elections from odd-numbered years to even-numbered years in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and approve the consolidation of the District’s Governing Body Elections with the Statewide General Election pursuant to Elections Code 10404.

CORRESPONDENCE – INFORMATIONAL

27. ***Auditor-Controller*** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on September 28, 2017, and showed the funds to be in balance, pending written verification of inactive accounts.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF:

SUBJECT: Approve the In Home Supportive Services (IHSS) administrative rate increase as recommended by the California Department of Social Services (CDSS).

DEPARTMENTAL RECOMMENDATION: Request approval of the IHSS administrative rate increase from \$0.48 to \$0.58 for IHSS effective November 1, 2017.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

CDSS regularly and routinely monitors the average administrative costs for each county through their monthly claim submission. When the average administrative costs claimed are greater than the approved rate, counties are notified so that an adjusted rate can be submitted to the State for approval. The Department recently received notification from CDSS that the administrative costs submitted in monthly claims is \$.10/hour more than the approved rate of \$.48/hour. They have determined that our rate has increased \$.10 per hour. Before this rate increase can be approved by CDSS and instituted, your Board is required to approve the administrative rate increase. The Department respectfully requests your Board approve the administrative rate increase to \$0.58 per hour for IHSS effective November 1, 2017.

ALTERNATIVES:

Your Board could choose not to approve this increase which would not allow us to claim the additional costs and receive increased Federal reimbursement.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

1991 Social Services Realignment. This expense is budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

APPROVALS	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> 
Approved: <u>yes</u> Date: <u>9/27/2017</u>	

DEPARTMENT HEAD SIGNATURE: M. Mann by M. Best Ben Date: 9/28/17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
10

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

FROM: HEALTH & HUMAN SERVICES, Workforce Investment Act

FOR THE BOARD MEETING OF: OCTOBER 10, 2017

SUBJECT: Approval of Phase II of the Memorandum of Understanding with Kern, Inyo and Mono Counties Workforce Development Board.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Phase II of the Memorandum of Understanding (MOU) between and among Kern, Inyo and Mono Counties outlining the provision of services under the federal Workforce Innovation and Opportunity Act (WIOA) formerly named the Workforce Investment Act of 1998, for the period January 1, 2018 through August 31, 2020.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Department has incorporated the approximately \$130,000 allocation of WIOA annually into our integrated CalWORKS program, addressing the unemployment needs of local residents. Under new federal regulations, WIOA partners are required to enter into new MOU agreements in phases that identify shared costs for Comprehensive America's Job Center of California (AJCC) One-Stop Centers. Costs are determined based upon individual partner status as either co-located, non-co-located, or affiliate AJCC and based upon the benefit the individual partner receives from participation in the AJCC network. Your Board approved Phase I of the MOU on June 21, 2016, which identified the partners and partner designations. Phase II identified costs attributed to the three AJCC One Stop facilities located within the Kern, Inyo and Mono region and the costs only apply to co-located partners. We anticipate that Phase III will address any costs associated with services provided by affiliate AJCC's and non-co-located partners, which is Inyo County HHS's designation. Once these costs are identified and Phase III MOU issued, the Department will bring the MOU forward with a recommendation as to available options. The Department is respectfully requesting your Board approve Phase II of the MOU and authorize the HHS Interim Director to sign.

ALTERNATIVES:

Board could refuse approval of the MOU, delaying the receipt of funds and implementation of services for all three involved counties.

OTHER AGENCY INVOLVEMENT:

Kern County, Mono County

FINANCING:

There is no funding involved in approving this document.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>YES</u> Date: <u>9/27/17</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>9/28/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

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



Date: 9/29/17

Workforce Innovation and Opportunity Act
Kern, Inyo and Mono Workforce Development Board
Memorandum of Understanding
Phase II

This Agreement, entered into this ____ day of September, 2017, is by and between the managers and directors of the Workforce Development One-Stop Partners (One-Stop Partners) serving the Kern, Inyo, and Mono Counties Workforce Development Area (the KIM WDA), as overseen by the Kern, Inyo, and Mono (KIM) Workforce Development Board (the WDB).

WHEREAS, on 30th of June, 2016, the One-Stop Partners and the KIM WDB, with the agreement of the Chief Local Elected Official (CLEO) entered into a Memorandum of Understanding, Phase I which established a cooperative working relationship between the AJCC Partners and defined their respective roles and responsibilities for the operation of the local AJCC One-Stop System of service delivery in the KIM WDA as required by the Workforce Innovation and Opportunity Act (WIOA) Section 121(c); and

WHEREAS, the CLEO in the KIM WDA has delegated to the KIM WDB the ability to execute this Memorandum of Understanding, Phase II (MOU II) on behalf of Inyo and Mono Counties pursuant to that certain Joint Powers Agreement dated February 13, 2001; and

WHEREAS, WIOA Section 121(c)(1) mandates the KIM WDB, with the agreement of the CLEO, to develop and enter into an MOU II with the KIM WDB and the One-Stop Partners, consistent with WIOA and implementing regulations, concerning the resource sharing and joint infrastructure cost funding for the one-stop delivery system in the KIM WDA; and

WHEREAS, the expectation is that the MOU II serves as a functional tool for how the KIM WDB and One-Stop Partners will share and allocate the infrastructure costs among One-Stop partners is governed by WIOA Section 121(h), its implementing regulations and guidance; and

WHEREAS, WIOA Section 121 (b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's delivery system. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the KIM WDA are required partners under WIOA Section 121(b)(1); and

WHEREAS, WIOA Section 121(b)(2)(A) require all entities that participate in the KIM WDA delivery system as AJCC Partners must be parties to the MOU II and must abide by the terms and conditions prescribed herein and by all applicable federal, state and local rules, plans, and policies as applicable and authorized under the Partner's program and in keeping with federal guidelines; and

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's

authorizing legislation continue to apply under the KIM delivery system and that participation in the KIM delivery system is in addition to other requirements applicable to each Partner's program under each authorizing law; and

WHEREAS, WIOA Section 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into an MOU II between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area and which is further described in the WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance; and

WHEREAS, the sharing and allocation of infrastructure costs among one-stop Partners is governed by WIOA Section 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200; and

WHEREAS, the One-Stop Partners must use a portion of their funds to provide applicable career services, jointly fund the one-stop center infrastructure costs, and to share in the other agree-upon costs relating to the operation of the one-stop delivery system; and

WHEREAS, the cost allocation to each of the AJCC Partner's program must be based upon the One-Stop Partners proportionate use of the One-Stop Centers and the relative benefits received; and

WHEREAS, the One-Stop Operating Budget and Infrastructure Funding Agreement (IFA) establishes a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA AJCC network which include and are limited to, any and all Comprehensive One-Stop AJCC Centers, Affiliate AJCC Centers, Satellite AJCC Centers and/or Specialty AJCC Centers (collectively, AJCC network). The Parties to this MOU II agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the KIM WDA's high-standard AJCC network; and

WHEREAS, the Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker(s) and business customer(s), as well as to the overall KIM community; and

WHEREAS, the purpose of this MOU II is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the KIM WDA create a seamless, customer-focused AJCC network that aligns service delivery across the board and enhances access to program services, and by realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation; and

WHEREAS, these partnerships will reduce administrative burden and costs and increase customer access and performance outcomes; and

WHEREAS, it is understood that full implementation of this MOU II may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

Definitions

- A. **Affiliate AJCC:** An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs pursuant to WIOA Joint Final Rule Section 678.310.
- B. **AJCC Network** which include and are limited to, any and all Comprehensive One-Stop AJCC Centers, Affiliate AJCC Centers, Satellite AJCC Centers and/or Specialty AJCC Centers.
- C. **America's Job Center of California (AJCC):** AJCC is the common identifier used within California to designate One-Stop centers and the One-Stop System.
- D. **Chief Local Elected Official:** Identified in WIOA Section 3, Definitions (9) as the chief local elected officer of a unit of general local government in a local area or the individual(s) designed under the local agreement pursuant to Section 107(c)(1)(B).
- E. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KIM delivery system by the AJCC required Partners as authorized under their programs. The services consist of three categories: basic career services, individual career services, and follow-up services. The career services that must be provided as part of the KIM delivery system are listed in WIOA Section 134(c)(2).
- F. **Cash Contributions:** Cash funds used to cover a Partner's proportionate share of the AJCC. The funds can be paid either directly from the Partner or through an interagency transfer on behalf of the Partner pursuant to WIOA Joint Final Rule Section 678.720.
- G. **Colocated Partners:** AJCC Partners who have a physical presence within the Comprehensive AJCC One-Stop Centers, either full-time, part-time, or intermittent.
- H. **Comprehensive AJCC One-Stop Centers:** Identifies each of the three comprehensive AJCC One-Stop Centers in the KIM WDA where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present pursuant to WIOA Joint Final Rule Section 678.720.

- I. **Cost Allocation:** Pursuant to 66 Federal Register 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of the KIM AJCC operating costs.
- J. **Fair Share:** The portion of KIM AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC Network.
- K. **Infrastructure Costs:** Infrastructure costs of any one-stop center are non-personnel costs necessary for the general operation of the one-stop center, including, (i) rental of the facilities; (ii) utilities and maintenance; (iii) equipment (including assessment-related products and assistive technology for individuals with disabilities); (iv) technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities; and (v) common identifier costs including creating new signage, updating templates and materials, and updating electronic resources.
- L. **In-Kind Contributions:** Pursuant to 66 Federal Register 29639-29640, in-kind contributions by a non-AJCC Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC Partner to an AJCC Partner to support its proportionate share of the infrastructure costs. Any unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division. Any restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs in accordance with WIOA Joint Final Rule Section 678.720. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options to provide a stable and equitable funding stream for the on-going AJCC delivery system operations pursuant to WIOA 121(c)(2)(A)(i).
- M. **Memorandum of Understanding Agreement Period:** The MOU must not be for a period that exceeds three (3) years. Additionally, pursuant to WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every three (3) years to ensure appropriate funding.
- N. **Non-Cash Contributions:** Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center's use. Contributions must be valued consistent with the Uniform Guidance pursuant to WIOA Joint Final Rule Section 678.720.
- O. **Non-Colocated Partners:** AJCC Partners who do not have a physical presence within the Comprehensive AJCC One-Stop Centers.
- P. **One-Stop Delivery System:** Is a collaborative effort among public service agencies, non-profit organizations, and private entities that administer workforce development,

educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.

- Q. Other System Costs: Other system costs which are agreed upon the KIM WDB and all of the AJCC Partners that include services commonly provided by AJCC Partners to any individual, including, but not limited to, initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referral to other AJCC Partners, and business services, but must include applicable career services.
- R. Proportionate Share: The share of each partners program's infrastructure costs based upon its proportionate use of the AJCC, if the benefit is received from that use (WIOA Joint Final Rule Preamble page 55907).
- S. Required Partner: An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under said section to participate in the KIM One-Stop Delivery System and to make the career services under its program or activity available through the KIM system.
- T. Resource Sharing: Pursuant to 66 Federal Register 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of the costs for the operation of the KIM system. This can include In-Kind Contributions from third parties to partner programs as defined above. The KIM WDB, CLEO and KIM Partners may fund the costs of infrastructure of KIM One-Stop Delivery System through methods agreed upon by the KIM WDB, CLEO and KIM Partners through Resource Sharing.
- U. Specialized AJCC location associated with either a Comprehensive or Affiliate AJCC that addresses specific needs of dislocated workers, youth, or key industry sectors, or clusters pursuant to WIOA Joint Final Rule Section 678.720.
- V. Third-Party In-Kind Contribution: Contributions by a non-Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs.
- W. Training Services: Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Pursuant to WIOA Section 134(c)(3)(D), these services may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and restraining, apprenticeships, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- X. WIOA: The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the workforce development system in the United States through

innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

Article I. Vision of KIM WDB

To create the most effective and responsive workforce development system in the country.

Article II. Mission of KIM WDB

To provide expertise and leadership to ensure that the workforce development system prepares people for the current and future jobs that improve the economic conditions of the community.

Article III. Comprehensive AJCC One-Stop Centers

The KIM WDA has three (3) Comprehensive AJCC, also known as One-Stop Centers that are designed to provide a full range of assistance to job seekers and businesses. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the one-stop centers offer a comprehensive array of services designed to match talent with opportunities.

These three (3) Comprehensive AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Southeast Bakersfield AJCC (SE-AJCC) is located at 1600 E. Belle Terrace in Bakersfield, California. The SE-AJCC consists of six (6) colocated WIOA partners, including and limited to, Employment Development Department, Kern County Department of Human Services, Employers' Training Resources, California Department of Rehabilitation, Cornerstone Solutions, Inc. dba Job Corps, and Foundation for Second Chances, Inc. dba YouthBuild.
- b. Delano AJCC (Delano-AJCC) is located at 1816 Cecil Avenue in Delano, California. The Delano AJCC consists of four (4) colocated WIOA partners, including and limited to, Employment Development Department, Kern County Department of Human Services, Employers' Training Resources, and California Department of Rehabilitation.
- c. Ridgecrest AJCC (Ridgecrest-AJCC) is located at 1400 N. Norma Street, Suite 105, in Ridgecrest, California. The Ridgecrest AJCC consists of four (4) colocated WIOA partners, including and limited to, Employment Development Department, Kern County Department of Human Services, Employers' Training Resources, and California Department of Rehabilitation.

Article IV. Comprehensive One-Stop Operator

The KIM WDB selected ProPath, Inc. to be the Comprehensive AJCC One-Stop Operator, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and County of Kern procurement laws and regulations. All

documentation for the competitive Comprehensive One-Stop Operator procurement and selection process was published on the Employers' Training Resource, KIM WDB and County of Kern websites. KIM WDB requires that the Comprehensive AJCC One-Stop Operator be re-competed at the end of the one (1) year agreement.

Article V. Effective Period

This MOU II is entered into on January 1, 2018. In addition, the MOU II will become effective as of the date of the Parties entered into the MOU II and must terminate on August 31, 2020, unless any of the reasons in the Termination Article XX below apply.

Article VI. Required Parties to this MOU

A. The following entities are required parties to this MOU:

1. CLEO/s: Kern County Board of Supervisors
1115 Truxtun Avenue, Suite 504
Bakersfield, California 93301
Tel: (661) 868-3680

2. Local Board: KIM WDB
1600 E. Belle Terrace
Bakersfield, California 93307
Tel: (661) 336-6893

B. AJCC Partners Participating in the Infrastructure Funding Agreement (IFA) and Shared Other System Costs Agreement.

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Employers' Training Resource	WIOA title I (B) Adult, Dislocated Worker, and Youth Programs	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource, 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Migrant Seasonal Farm Worker	Employers' Training Resource	National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Wagner-Peyser Employment Services (ES)	Employment Development Department	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: starver@edd.ca.gov
Trade Adjustment Assistance (TAA)	Employment Development Department	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: starver@edd.ca.gov

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
Jobs for Veterans State Grants (JVSG)	Employment Development Department	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: starver@edd.ca.gov
Temporary Assistance for Needy Families (TANF)	Department of Human Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Dena Murphy, Director	Kern County Department of Human Services 100 E. California Avenue Bakersfield, CA 93307 Telephone: (661) 631-6550 Email: murphyd@kerndhs.com
Department of Rehabilitation	California Department of Rehabilitation	State Vocational Rehabilitation (VR) program, authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Araceli Holland, SSMII-District Administrator, Department of Rehabilitation, San Joaquin Valley District	California Department of Rehabilitation 2550 Mariposa Mall, Room 2000 Fresno, California 93721 Telephone: (661) 395-2531 Email: araceli.holland@dor.ca.gov
Physically located at SE-AJCC only				
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Ronald Jones, CEO	Cornerstone Solutions, Inc. 1526 East Forrest Avenue, Suite 280, Jefferson Station East Point, GA 30344 Telephone: (404) 961-7399 Email: rjones@csiteamonline.com

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
YouthBuild	YouthBuild	YouthBuild WIOA Sec. 171 (29 USC 3226)	Melissa Wyatt, Executive Director	Foundation for Second Chances, Inc. 3734 West Slauson Avenue Los Angeles, CA 90043 Telephone: (213) 627-1745, ext. 202 melissaw Wyatt@ffscinc.org
Not Physically Colocated at AJCC				
Community College	Bakersfield College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Sonya Christian, President	Bakersfield College 1801 Panorama Drive Bakersfield, CA 93306 Telephone: (661) 395-4011 Email: Sonya.christian@bakersfieldcollege.edu
Community College	Cerro Coso Community College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Jill Board, President	Cerro Coso Community College 3000 College Heights Boulevard Ridgecrest, CA 93555 Telephone: (760) 384-6100 Email: jboard@cerrocoso.edu

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Community College	Kern Community College District	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	John Means, Associate Chancellor, Economic and Workforce Development	Kern Community College District 2100 Chester Avenue Bakersfield, CA 93301 Telephone: (661) 336-5036 Email: jmeans@kccd.edu
Community College	Taft College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dr. Debra Daniels, Superintendent/President	Taft College 29 Cougar Court Taft, CA 93268 Telephone: (661) 763-7710 ddaniels@taftcollege.edu
Second Chance Act	Latino Coalition for Community Leadership	Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Richard R. Ramos, Executive Director	Latino Coalition for Community Leadership 970 Village Lane Santa Barbara, CA 93110 Telephone: (805) 331-0902 r.rramos@latinocoalition.org
Partner	Partner	Authorization	Signatory Official	Contact Information

Program	Organization	Not Physically Colocated at AJCC		
Unemployment Insurance (UI)	Employment Development Department	Unemployment Insurance programs under state unemployment compensation laws	Maria Chuayiuoso, Employment Development Administrator	Employment Development Department – Unemployment Insurance 7000 Village Drive, Ste. 110 Buena Park, CA 90621 Telephone: (714) 279-7109 maria.chuayiuoso@edd.ca.us
Community Services Block Grant Act (CSBG)	Community Action Partnership of Kern	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Jeremy Tobias, Executive Director	Community Action Partnership of Kern 5005 Business Park North Bakersfield, CA 93309 Telephone: (661) 336-5236 Email: jtobias@capk.org
Experience Works	SER – Jobs for Progress, Inc.	Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Rebecca Mendibles, President/CEO	SER – Jobs for Progress, Inc. 255 N. Fulton Avenue, Suite 106 Fresno, CA 93701 Telephone: (559) 452-0881 Email: becki.m@sercalifornia.org
Housing & Urban Development	Housing Authority of the County of Kern	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Stephen Pelz, Executive Director	Housing Authority of Kern County 601 24 th Street Bakersfield, CA 93301 Telephone: (661) 631-8500, Ext. 2005 Fax: (661) 631-9500 Email: spelz@kernha.org
Partner	Partner	Authorization	Signatory Official	Contact Information

Program	Organization	Not Physically Colocated at AJCC		
California Indian Manpower Consortium, Inc.	California Indian Manpower Consortium, Inc.	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Eric Cooper, Field Office Supervisor	California Indian Manpower Consortium, Inc. 738 North Market Boulevard Sacramento, CA 95834 Telephone: (916) 920-0285 Email: ericc@cimcinc.com
Adult Education	Delano Joint Union High School District	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Terri Nuckols, Superintendent	Delano Joint Union High School District 1720 Norwalk Street Delano, CA 93215 Telephone: (661) 720-4101 Email: tnuckols@duhsd.org
Adult Education	Farmworker Institute for Education & Leadership Development	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	David Villarino, President/CEO	Farmworker Institute for Education & Leadership Development 410 West J Street, Suite A Tehachapi, CA 93561 Telephone: (661) 972-8485 Email: davidv@fieldinstitute.org
Adult Education	Kern High School District	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Dean McGee, Assistant Superintendent	Kern High School District 5801 Sundale Avenue Bakersfield, CA 93309 Telephone: (661) 827-3100 dmcgee@khsd.k12.ca.us
Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information

Not Physically Colocated at AJCC

WIOA title I(B) Adult and Dislocated Worker Programs	Inyo County Health and Human Services	WIOA Title I (B) Adult and Dislocated Worker Programs	Marilyn Mann, HHS Acting Director	Inyo County Department of Health and Human Services 163 May Street Bishop, CA 93514 Telephone: (760) 873-3305 Email: mmann@inyocounty.us
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Mono County Social Services Department	WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs	Kathryn Peterson, Director	Mono County Social Services Department 452 Mammoth Road, Suite 305 Mammoth Lakes, CA 93546 Telephone: (760) 924-1763 Email: kpeterson@mono.ca.gov

Article VII. Steps to Reach Consensus

A. Notification of Partners. Employers' Training Resource (ETR), the fiscal and administrative agent for KIM WDB notified all colocated and non-colocated Partners in writing that it was necessary to negotiate the terms and conditions of the MOU II, negotiate the IFA and execute the MOU II.

B. Kickoff Meeting. ETR was responsible for convening all required AJCC Network Partners to formally kick-off negotiations, and to ensure that, at a minimum, all AJCC colocated and non-colocated Partners (AJCC Partners) within the KIM WDA were appropriately represented. The kickoff meeting was held on November 14, 2016 and notification was made to all AJCC Partners in order to ensure that it was conducted in good faith and in an open and transparent environment. At the kickoff meeting, ETR provided a detailed review of all relevant documents, facts, and information and ensured that all AJCC Partners have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

C. Negotiations. Over the course of approximately nine (9) months following the formal kickoff meeting, AJCC Partners had a total of fourteen (14) meetings. A majority of the meetings were only with AJCC colocated partners, discussing the cost allocation methodology to identify the proportionate share of Infrastructure Costs each colocated partner is expected to contribute, the sharing of other One-Stop System Costs amongst the colocated partners, and the consolidated budget which includes Applicable Career Services. During this time frame, additional formal and informal meetings (informational and negotiation sessions) took place. All such meetings were conducted in an open and transparent manner, with pertinent information provided to all AJCC Partners.

D. Draft MOU. Within approximately fourteen (14) business days of receipt of the draft MOU II, all AJCC Partners reviewed and returned their feedback to ETR. It was advised that each AJCC Partner also use this time to allow their respective Legal Departments to review the MOU II for legal sufficiency. All AJCC Partners were made aware of any comments, feedback and revisions that were needed.

E. Finalized Draft. ETR circulated the finalized MOU II and secured AJCC Partner's signatures within four (4) weeks of receipt. The MOU II will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties. If a determination has been made that an AJCC Partner is unwilling to sign the MOU II, then the KIM WDB Chair (or designee) must notify the California Workforce Development Board (CWDB) and Regional Advisor that the KIM WDB was unable to negotiate the IFA with all of the required AJCC Partners, will not submit the signed agreement by January 1, 2018, and may trigger the State Funding Mechanism.

Article VIII. Terms and Conditions

A. Partner Services:

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Comprehensive AJCC One-Stop Centers. Additional WIOA services may be provided on a case-by-case basis and with the approval of the KIM WDB.

BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings; and Layoff aversion	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employment plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES	
Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

YOUTH SERVICES	
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 mon
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

Article IX. Resource Sharing/Infrastructure Funding

A. KIM AJCC Resource Sharing/Infrastructure Requirements.

1. WIOA 121(c)(A)(ii) requires that the funding arrangements for services and operating costs of the KIM service delivery system must be described in the MOU II.
2. The methodologies described herein must be allowable under each Partner’s respective program and under all applicable federal and state laws and regulations, including the Office of Management and Budget (OMB) Circulars applicable to each AJCC Partner’s type of organization. The MOU II is required to identify:
 - a. The shared KIM AJCC costs.
 - b. The methodologies that will be used to determine each AJCC Partner’s fair share of the KIM AJCC costs.
 - c. The methodologies that will be used to allocate each AJCC Partner’s fair share of the costs across specific cost categories.
 - d. The method(s) each AJCC Partner will use to fund its fair share of the shared costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.
3. The colocated AJCC Partners met to discuss apportionment of infrastructure costs on a pro rata share basis and agreed upon three methodologies to

determine infrastructure costs, as follows:

- (i) Exclusive Area: Space available to and occupied exclusively by one colocated Partner;
 - (ii) Shared Area: Space available to and occupied by two or more colocated Partners; and
 - (iii) Common Area: All areas of the Property other than the space available to and occupied exclusively by one colocated Partner or space shared by two or more colocated Partners that is used for the benefit of all colocated Partners, including, but not limited to, kitchen, bathrooms, storage areas, Resource Room, computer room, passageways, hallways, and similar areas. Such an approach incorporates a reasonable, and equitable apportionment of the one-stop infrastructure costs.
4. The State is requiring each and every Comprehensive AJCC One-Stop Center to be independently and objectively evaluated to ensure that the Local Workforce Development Area (LWDA) has a network of high-quality and effective AJCCs by or before December 31, 2017. (WIOA Section 121(g)). There are two levels of AJCC certification: Baseline and Hallmarks of Excellence. The Baseline Certification is intended to ensure that the AJCC is in compliance with key WIOA statutory and regulatory requirements. The Hallmark of Excellence AJCC Certification identifies where an AJCC may be exceeding quality expectations, as well as areas where improvement is needed. The colocated AJCC Partners agree that in order to meet the Baseline Certification for each Comprehensive AJCC One Stop Center in the LWDA, colocated AJCC Partners must perform certain infrastructure purchases during fiscal year 2017-18. The infrastructure purchases for each Comprehensive AJCC One-Stop Center include and are limited to, exterior signage, assistive technology devices to ensure equal access and opportunities for individuals with disabilities, and new computers and upgrading computer software in the Resource Room. This list is not exhaustive and is intended as a guide. Additional equipment purchases identified by any of the AJCC colocated Partners will be made with the consent and approval of all of the AJCC colocated Partners.

B. Network of Comprehensive AJCCs.

- 1. Each AJCC Partner that carries out a program or activities within a Comprehensive AJCC One-Stop Center must use a portion of the funds available for their program and activities to help maintain the One-Stop Delivery System, including proportional payment of the Infrastructure Costs of the Comprehensive AJCC One-Stop Center.

- a. If it has been determined that a AJCC Partner is receiving a benefit from the Comprehensive AJCC One-Stop Center, the amount of funds each AJCC Partner is required to contribute must be based on their proportionate use of the Comprehensive AJCC One-Stop Center.
- b. The amount to be paid by the AJCC Partner for its proportionate share must be in compliance with the federal statute authorizing its program and Uniform Guidance.
- c. All non-colocated AJCC Partners shall pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.
- e. WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.
- f. The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a One-Stop system doing business as the AJCC.

Article X. Roles and Responsibilities of Partners

- A. The AJCC Partners to this agreement will work closely together to ensure that all Comprehensive AJCC One-Stop Centers are high performing work places with staff who will ensure quality of service.
 - 1. All AJCC Partners to this Agreement shall comply with the following:
 - a. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - b. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - c. Section 504 of the Rehabilitation Act of 1973, as amended,
 - d. The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - e. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
 - f. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based

on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,

- g. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
 - h. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
 - i. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
 - j. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination,
 - k. All amendments to each, and
 - l. All requirements imposed by the regulations issued pursuant to these acts.
2. Additionally, all AJCC Partners shall:
- a. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
 - b. Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers,
 - c. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement,
 - d. Commit to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement, and

- e. Promote system integration to the maximum extent feasible through:
 - i. Effective communication, information sharing, and collaboration with the one-stop operator,
 - ii. Joint planning, policy development, and system design processes,
 - iii. Commitment to the joint mission, vision, goals, strategies, and performance measures,
 - iv. The design and use of common intake, assessment, referral, and case management processes,
 - v. The use of common and/or linked data management systems and data sharing methods, as appropriate,
 - vi. Leveraging of resources, including other public agency and non-profit organization services,
 - vii. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
 - viii. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Article XI. Roles and Responsibilities of the KIM WDB

- A. The KIM WDB ensures the workforce-related needs of employers, workers, and job seekers in the KIM WDA are met, to the maximum extent possible with available resources. The KIM WDB will, at a minimum:
 - a. In collaboration and partnership with the CLEO and other applicable Partners within the planning area, develop the strategic local vision, goals, objectives, and workforce-related policies,
 - b. In cooperation with the CLEO, design and approve the AJCC Network structure. This includes, but is not limited to: adequate, sufficient, and accessible AJCC Network for all employers, workers, and job seekers,
 - c. Provide sufficient types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),

- d. In collaboration with the CLEO, designate through a competitive process, procure, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop Operator,
- e. Determine the role and responsibilities of the One-Stop Operator, and
- f. Review and evaluate performance of the One-Stop Operator.

Article XII. Roles and Responsibilities of the One-Stop Operator

- A. The One-Stop Operator's roles and responsibilities include the following:
 1. In conjunction with ETR's oversight and designated administrative staff at ETR, the One-Stop Operator will coordinate the implementation of negotiated Memorandums of Understanding, Phase I and II and Infrastructure Funding Agreements (IFA) with all mandated partners;
 2. The convening and facilitation of quarterly WIOA partner meetings that focus on systems alignment, process improvement and building value added collaboration amongst system partners;
 3. The One-Stop Operator will act as a liaison between the KIM WDB and the AJCC Partners and as such will be required to attend meetings of WDB or its Executive Committee to receive direction and to report on progress no less than four times annually; and
 4. Any other assigned duties consistent with the WIOA and related regulations, directives, policies procedures and amendments issued pursuant thereto.
- B. In accordance with WIOA, the One-Stop Operator shall not perform the following functions:
 1. Convene system stakeholders to assist in the development of the local plan;
 2. Prepare and submit local plans (as required under sec. 107 of WIOA);
 3. Be responsible for oversight of itself;
 4. Manage or significantly participate in the competitive selection process for one-stop operators;

5. Select or terminate one-stop operator, career services, and youth providers;
6. Negotiate local performance accountability measures; and
7. Develop and submit budget for activities of the Local Board in the local area.

Article XIII. Data Sharing

- A. AJCC Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. AJCC Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws.
- B. AJCC Partners acknowledge that the execution of this MOU II, by itself, does not function to satisfy all of these requirements.
- C. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:
 - a. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
 - b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
 - c. All confidential data contained in Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
 - d. All personal information contained in Vehicle Registration (VR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required.
 - f. Customer data will be kept confidential, consistent with Federal and State

privacy laws and regulations.

- g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
- h. All Comprehensive AJCC One-Stop Centers and AJCC Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records. Following the completion of the training, all AJCC Partner staff will be required to sign an acknowledgement verifying that he/she successfully completed the PII training.

Article XIV. Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU II and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU II, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the

PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Article XV. Referrals

- A. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, AJCC Partners agree to:
1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the KIM WDA's AJCC Network,
 2. Develop materials summarizing their program requirements and making them available for Partners and customers,
 3. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
 4. Provide substantive referrals – in accordance with the KIM WDA Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
 5. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
 6. Commit to robust and ongoing communication required for an effective referral process, and
 7. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Article XVI. Accessibility

Accessibility to the services provided by the Comprehensive AJCC One-Stop Centers and all AJCC Partners is essential to meeting the requirements and goals of the KIM WDB. Job seekers and businesses must be able to access all information relevant to them through visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under

state or federal law.

- A. **Physical Accessibility.** The Comprehensive One-Stop Operator and Partners shall ensure that Comprehensive AJCC One-Stop Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor and will meet the requirements as contained in Section 188 of the WIOA and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016) and the Americans with Disabilities Act (ADA).
- B. **Virtual Accessibility.** The KIM WDB will work with the California Workforce Development Board (CWDB) and the Employment Development Department to ensure that job seekers and businesses have access to the same information online as they do in a physical facility through CalJOBSSM. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010 which requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. The AJCC Partners will maintain their own web presence via a website and agree to post content about all of the other Partners on their own website as an in-kind contribution to the AJCC Network, including the locations of the Comprehensive AJCC One-Stop Centers.
- C. **Communication Accessibility.** Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All AJCC Partners agree that they will provide accommodations for individuals who have communication challenges, including, but not limited to, individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.
- D. **Programmatic Accessibility.** All AJCC Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. AJCC Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. AJCC Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All AJCC Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, the colocated AJCC Partners agree that their staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter, including an American Sign Language (ASL) interpreter will be provided in real time or, if not available, within two (2) business

days after a request is made by an AJCC Partner for any customer with a language or hearing barrier. Per current policy, the requesting AJCC Partner shall be responsible for paying for the costs associated with providing an interpreter. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices shall be available to ensure physical and programmatic accessibility within the AJCC Network. Due to the limited space in the Comprehensive AJCC One-Stop Centers, the colocated AJCC Partners agree to share in the costs of a cubicle at each Comprehensive AJCC One-Stop Center to allow the necessary privacy for people with disabilities to use certain assistive devices and equipment, including, but not limited to, Sorenson Communications' ntouch® VP2.

Article XVII. Outreach

The KIM WDB and its AJCC Partners will develop and implement a strategic outreach plan that will include, at a minimum the following:

- a. Specific steps to be taken by each partner,
- b. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- c. An outreach and recruitment plan for out-of-school youth,
- d. Sector strategies and career pathways,
- e. Connections to registered apprenticeship,
- f. Regular use of social media, and
- g. Clear objectives and expected outcomes.

Article XVIII. Non-Discrimination and Equal Opportunity

All Parties to this MOU II certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title

IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Article XIX. Indemnification

All Parties to this MOU II recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party for the consequences of any act or omission of any third party. The Parties acknowledge the KIM WDB and Comprehensive AJCC One-Stop Operator have no responsibility and/or liability for any negligent actions of any of the other Partners' employees, agents, and/or assignees. Likewise, the Partners have no responsibility and/or liability for any negligent actions of the KIM WDB and Comprehensive AJCC One-Stop Operator's employees, agents, and/or assignees.

Article XX. Termination

This MOU II will remain in effect until the end date specified in the Effective Period as indicated in Article V above, unless:

- a. All Parties mutually agree to terminate this MOU II prior to the end date.
- b. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU II succeeding the first fiscal period. Any party unable to perform pursuant to MOU II due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU II.
- c. WIOA is repealed or superseded by subsequent federal law.
- d. Local area designation is changed under WIOA.
- e. A party breaches any provision of this MOU II and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the KIM WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU II by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed and agreed to by the Parties.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section below. All Parties agree that this MOU shall be reviewed annually and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Article XXI. Comprehensive One-Stop Operating Budget

The purpose of this Article is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA's AJCC Comprehensive One-Stop Centers. The Parties to this MOU II agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local WDA,
- b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- c. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- d. Ensures that costs are appropriately shared by the AJCC's Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the KIM WDA's high-standard of AJCC Network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- a. Infrastructure Costs;
- b. Career Services Costs; and
- c. Shared Operating Costs and Shared Services Costs.

All costs must be included in the MOU II, allocated according to colocated Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Comprehensive AJCC One-Stop Centers operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All colocated Partners have negotiated in good faith and established outcomes that are reasonable and fair.

Article XXII. Infrastructure Funding Agreement

The Infrastructure Funding Agreement (IFA) must include infrastructure costs, and does include Additional Costs and Shared Operating Costs and Shared Services Costs. The colocated AJCC

Partners have negotiated the IFA for all of the Comprehensive AJCC One Stop Centers, including and limited to, Southeast-AJCC, Delano-AJCC, and Ridgecrest-AJCC, as reflected below.

The following reflects the summarized IFA between the colocated Partners for the Southeast-AJCC:

SOUTHEAST AJCC								Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								FY2017-18
Cost Categories	Total Cost	Contributors					Value	Balance to Allocate
		ETR	EDD	DHS	Job Corps/YouthBuild	DOR		
	Percentage	70.52%	23.93%	3.94%	1.07%	0.54%	\$/SF	\$ 1.499
	Square Footage	22,203	7,533	1,240	337	171	31,484	
Rent	493,288	326,931	135,594	22,326	5,255	3,181	493,288	0
Operational Costs Including Utilities/Maintenance*	387,050	206,136	85,876	11,516	3,128	1,539	308,195	78,856
Operational Costs Not Included In Lease/Ops Costs* split on %	78,856	55,610.18	18,867.34	3,105.73	844.06	428.29	78,856	0
Equipment**	52,425	36,970.56	12,543.32	2,064.74	561.14	284.73	52,425	0
Access Technology***	46,252	32,617.77	11,066.51	1,821.65	495.08	251.21	46,252	0
Common Identifier****	2,750	1,939.34	657.98	108.31	29.44	14.94	2,750	0
Totals with Total Partner Allocations & Remaining Allocation Amt	981,765	660,205	264,605	40,943	10,313	5,699	981,765	0
Monthly Costs	81,814	55,017	22,050	3,412	859	475	81,814	0
Total Infrastructure to Be Allocated to Colocated Partners:								\$ 981,765

A more thorough and complete IFA for the Southeast-AJCC is attached hereto and incorporated herein as Exhibit "A".

The following reflects the summarized IFA between the colocated Partners for the Delano-AJCC:

DELANO								Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								FY2017-18
Cost Categories	Total Cost	Contributors				Value	Balance to Allocate	
		ETR (Proteus)	EDD	DHS-- (10,185- not included) @ 50%	DOR			
	Square Footage	6831	2411	0	166	9408		
	Percentage	72.61%	25.63%	0.00%	1.76%			
Rent	118,308	61,948	46,002	-	10,359	118,308	0	
Utilities/Maintenance Ops Pd by ETR (Included in Rent for EDD & DOR)	32,011	32,011	-	-	-	32,011	0	
Other Ops Paid by DHS *	16,536	-	-	16,536	-	16,536		
Equipment**	49,094	35,646	12,581	-	866	49,094	0	
Access Technology***	13,821	10,035	3,542	-	244	13,821	0	
Common Identifier****	6,000	4,357	1,538	-	106	6,000	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	235,770	143,997	63,663	16,536	11,574	235,770	0	
Monthly	19,648	12,000	5,305	1,378	965	19,648		
Total Infrastructure to Be Allocated to Colocated Partners:								\$ 235,770

A more thorough and complete IFA for the Delano-AJCC is attached hereto and incorporated herein as Exhibit "B".

The following reflects the summarized IFA between the colocated Partners for the presently located Ridgecrest-AJCC:

RIDGECREST--1400 N. Norma St								Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								FY 2017-18
		Contributors				\$/SF	\$1.068	
Cost Categories	Total Cost	ETR	EDD	DHS <small>641 Minus 177 for ETR</small>	DOR	Value	Balance to Allocate	
	Percentage	4.49%	82.09%	4.49%	8.94%	7700		
	Square Footage	345.5	6321	345.5	688			
Rent	98,722	5,141	75,313	5,141	13,127	98,722	(0)	
Utilities/Maintenance Other Ops *	83,950	3,791	83,950	-	-	83,950	0	
Equipment**	15,618	701	12,821	701	1,395	15,618	0	*
Access Technology***	11,312	508	9,286	508	1,011	11,312	0	
Common Identifier****	1,750	79	1,437	79	156	1,750	0	
Allocations & Remaining Allocation Amt	211,352	10,219	182,807	6,428	15,690	211,352	(3,791)	
Estimated Monthly Costs	17,613	852	15,234	536	1,307	17,613		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 211,352.18								

A more thorough and complete IFA for the Ridgcrest-AJCC is attached hereto and incorporated herein as Exhibit "C".

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
- a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
 - d. Technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities; and
 - e. Common identifier costs.

B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Comprehensive AJCC One-Stop Center in the LWDA. The Equipment Lists for the Southeast-AJCC, Delano-AJCC and Ridgcrest-AJCC are attached hereto and incorporated herein as Exhibit "D", "E" and "F", respectfully.

The Marketing/Outreach Technology equipment necessary to facilitate access to the AJCC Network is attached hereto and incorporated herein as Exhibit "G".

C. All Parties to this MOU II and IFA recognize that infrastructure costs are applicable to all required colocated AJCC Partners. The non-colocated partners agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. Each AJCC Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The Parties

desire to have the colocated AJCC Partners pay the total infrastructure costs for the AJCC network for the first fiscal year and the colocated and non-colocated Partners will re-negotiate the partner sharing agreement a minimum of one-hundred and twenty (120) days before the 31st day of August 2018. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

- D. Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.
- E. Under the IFA, there are three different funding types:
 - i. Cash are funds provided to the KIM WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.
 - ii. Non-Cash are expenditures incurred by one-stop Partners on behalf of the one-stop center; and non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.
 - iii. Third-party In-kind are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to: support the one-stop center in general; or support the proportionate share of one-stop infrastructure costs of a specific partner.
- F. Contributions for infrastructure and additional costs may be made from cash, non-cash, or third party in-kind contributions. Non-cash and third-party in kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306, 2 CFR 200.434, 34 CFR 361.715 and 34 C.F.R. 463.715.
- G. Career Services Costs align with Phase I of the Memorandum of Understanding that outlined shared customers and services and includes the costs of the provision of career services applicable to each program consistent with the Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200, as reflected below.

Table for Delivery of Applicable Career Services

Kern, Inyo and Mono Workforce Development Board	
T-I Adult: WIOA Title I (B) Adult	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Department (Mono SSD), *KHSD (subgrantee of ETR)
T-I DW: WIOA Title I (B) Dislocated Worker	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
T-I Youth: WIOA Title I (B) Youth	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
T-I Job Corps: WIOA Title I (C) Job Corps	Cornerstone Solutions, Inc. – Job Corps Services (CSI)
T-I Native Am: WIOA Title I (D) Sec 166 Native American	California Indian Manpower Consortium, Inc. (CA Indian)
T-I MSFW: WIOA Title I (D) Sec 167 Migrant Seasonal Farmworkers grantee	ETR
T-I YouthBuild: WIOA Title I (D) Sec 171 YouthBuild	Foundation for Second Chances, Inc. (FFSC)
T-II AEL: WIOA Title II Adult Education and Literacy grantee	Kern High School District (KHSD), Delano Joint Union High School District (DJUHSD), Farmworker Institute for Education & Leadership Development (FIELD)
T-III WP: WIOA Title III Wagner-Peyser	Employment Development Department (EDD)
T-IV VR: WIOA Vocational Rehabilitation	Department of Rehabilitation (DOR)
Tech Ed: Carl Perkins Career Technical Education grantee	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC) and Kern Community College District (KCCCD)
T-V OAA: Title V Older Americans Act	SER – Jobs for Progress (SER Jobs)
JVS: Jobs for Veterans State grant	EDD
TAA: Trade Adjustment Assistance Act	EDD
Comm Act: Community Services Block Grant recipient	Community Action Partnership of Kern (CAPK)
Housing: Housing & Urban Development	Housing Authority of the County of Kern (HACK)
UI: Unemployment Compensation	EDD
SC: Second Chance grantee	Latino Coalition for Community Leadership (LCCL)
TANF: CalWORKS	Kern County Department of Human Services (DHS), **KHSD (CalWORKS allotment)

Consolidated Budget for Delivery of Applicable Career Services

Consolidated budget for applicable career services reflecting each of the Partner's costs for the service delivery of each applicable career service, which includes all costs, including personnel, related to the administration and delivery of those services.

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	ETR: \$1,075,000 Mono SSD: \$23,164 Invo HHS: \$12,463 *KHSD: \$26,372	ETR: \$940,000 Mono SSD: \$34,796 Invo HHS: \$655.95 *KHSD: \$8,997	ETR: \$540,000 Mono SSD: \$25,291 *KHSD: \$352,472	CSI: \$83,559	CIMC: \$154,000	ETR: \$540,000	FFSC: \$5,000
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVS	TAA
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	FIELD: \$57,102 DJUHSD: \$76,755 KHSD: \$1,322,458	EDD: \$1,834,009	DOR: \$1,499,193	BC: \$8,750 CCCC: \$15,000 TC: \$8,750	SER Jobs: \$41,213	EDD: \$238,376	\$61,794
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	CAPK: \$0	HACK: \$13,786	EDD-UI: DCAF=\$379 UI Direct (PSP)=\$56,828	LCCL: \$55,462	DHS: \$295,293 **KHSD: \$1,878,245		
Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job	T-I Native	T-I MSF	T-I YouthBuild

	ETR:	ETR:	ETR:	ETR:	Corps	Am	ETR:	FFSC:
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short- Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	\$1,075,000 Mono SSD: \$15,442 *KHSD: \$105,489	\$1,090,000 Mono SSD: \$23,198 *KHSD: \$35,989	\$2,635,000 Mono SSD: \$16,861 *KHSD: \$1,410,289	\$55,704	CIMC: \$27,720	ETR: \$795,000	FFSC: \$5,000	
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVS	TAA	
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short- Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	FIELD: \$57,102 DJUHSD: \$214,839 KHSD: \$881,640	EDD: \$323,649	DOR: \$6,792,372	BC: \$3,500 CCCC: \$30,000 TC: \$3,500	SER Jobs: \$27,476	EDD: \$42,066	EDD: \$10,905	
Applicable Career Services	Comm Act	Housing	UI	SC	TANF			
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short- Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	CAPK: \$0.00	HACK: \$13,786	EDD: \$0.00	LCCL: \$234,218	DHS: \$4,750,000 **KHSD: \$1,878,245			

Article XXIII. Cost Reconciliation and Allocation Base Update

Initially, each colocated AJCC Partner will provide information to ETR relative to the amount it is spending on infrastructure costs and other shared costs for each Comprehensive AJCC One-Stop Center.

At a date to be determined by the CWDB, non-colocated Partners will be required to pay, in an amount to be determined, their proportionate share of infrastructure costs for each Comprehensive AJCC One-Stop Centers as sufficient data becomes available to make such a determination. All other shared costs that are necessary for the general operation of each Comprehensive AJCC One-Stop Centers may be negotiated and agreed upon by AJCC partners.

Until such time, this Article only applies to colocated Partners.

1. All AJCC Partners agree that quarterly updates will be completed in accordance with the following process:
 - A. AJCC Partners will provide ETR with the following updates no later than twenty-five (25) days after the end of each quarter, as applicable:
 - i. Quarterly cost information along with supporting documentation of actual costs, including bills, invoices, and receipts;
 - ii. All prior outreach efforts (per the last day of the last month of each fiscal quarter on September 30th, December 31st, March 31st, and June 30th) and future outreach for the next quarter; and
 - iii. Actual customer participation numbers, i.e., visits (per the last day of the last month of each fiscal quarter on September 30th, December 31st, March 31st, and June 30th) along with supporting documentation of the visits.
 - B. Upon receipt of the above information, ETR will:
 - i. Review and compare the costs and customer visit counts; and
 - ii. Retain the information for future use to determine reasonable and proportionate cost sharing.
 - C. At such time as sufficient data and information is obtained, a reasonable and allocable method will be determined and used to split the infrastructure and other costs amongst colocated and non-colocated partners.
 - D. AJCC Partners shall hold quarterly meetings to review and discuss the updated budgetary information.

2. All Parties agree that a yearly reconciliation of budgeted versus actual costs shall be completed in accordance with the following process:
 - A. The yearly reconciliation will be reviewed by the AJCC Partners after the fourth (4th) quarterly update is provided to ETR; and
 - B. Each AJCC Partner will provide ETR with a signed annual assurance from an authorized representative certifying that:
 - i. The cost information and supplemental support documentation which has been provided to ETR is accurate;
 - ii. The customer counts and visits which have been provided to ETR are accurate; and
 - iii. The occupancy level and square footage information for each AJCC Comprehensive AJCC One-Stop Center, along with any expected change which took place in the previous fiscal year or expected in the future fiscal year.
3. The AJCC Partners shall hold yearly meetings to discuss the updated yearly budget document. The AJCC Partners shall discuss, among other items, the following:
 - i. The replacement costs associated with the shared equipment being used at any of the Comprehensive AJCC One-Stop Centers;
 - ii. The sharing of maintenance costs associated with the shared equipment being used at any of the Comprehensive AJCC One-Stop Centers;
 - iii. Data to support the infrastructure costs at any of the Comprehensive AJCC One-Stop Centers; and
 - iv. Data to support the other shared costs at any of the Comprehensive AJCC One-Stop Centers.

Article XXIV. Dispute Resolution

The dispute resolution process is designed for use by the AJCC Partners when any AJCC Partner is unable to successfully reach an agreement necessary to carry out the terms and conditions of the MOU II. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the cost reconciliation and allocation that is not easily coming to a point of resolution.

Any party to the MOU II may seek resolution under this process.

1. Parties are advised to actively attempt to resolve their difference relating to the cost

reconciliation and allocation in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.

2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the AJCC Partner seeking resolution. The AJCC Partner must send a notification to the KIM WDB Chair (or designee) and all Parties to the MOU regarding the conflict within ten (10) business days.

3. The KIM WDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the KIM WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.

4. The decision of the Executive Committee shall be final and binding, unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.

5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.

6. Within ten (10) business days, the Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU II.

Article XXV. Miscellaneous Provisions

1. Non-Discrimination and Equal Opportunity. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the Partners in their respective roles under this MOU. All Partners expressly agree to comply with the federal and state laws and regulations listed below.

A. Consistent with WIOA, each Partner shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall any Partner deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full.

Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

- B. The KIM WDB and AJCC Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37, and all other regulations implementing the aforementioned laws.
- C. Each AJCC Partner agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- D. Each AJCC Partner agrees to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

2. Severability. In the event that a provision or several provisions of this MOU II is/are unenforceable or held to be unenforceable under applicable law, this MOU II will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.

3. Drug and Alcohol-free Workforce. All Parties to this MOU II certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

4. Certification Regarding Lobbying. All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

5. Debarment and Suspension. All Parties shall comply with the debarment and suspension

requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

6. Priority of Service. All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. AJCC Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

7. Buy American Provision. Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

8. Salary Compensation and Bonus Limitations. Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

9. Non-Assignment. Except as otherwise indicated herein, no Party may, during the term of this MOU II or any renewals or extensions of this MOU II, assign or subcontract all or any part of the MOU II without prior written consent of all other Parties.

10. Governing Law. This MOU II will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with the State of California or Federal requirements.

11. Third Parties. The AJCC Partners hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

12. Amendment and Waiver. This MOU II may be modified, altered, or revised, as necessary, by mutual consent of all of the AJCC Partners, by the issuance of a written amendment, signed and dated by the AJCC Partners. No provision of this MOU II may be waived, except for a

written document executed by the AJCC Partners. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this MOU II. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.

13. Construction. The titles of the sections of this MOU II are for convenience of reference only and are not to be considered in construing this MOU II. Unless the context of this MOU II clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or," (c) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any references in this MOU II to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.

14. Counterparts. This MOU II may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

Authority and Signature

In WITNESS THEREOF, the KERN, INYO, AND MONO WORKFORCE DEVELOPMENT BOARD and One-Stop Partners have caused this Memorandum of Understanding, Phase II to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM
Office of County Counsel

County of Kern

By: _____
Gurujodha Khalsa, Deputy

By: _____
Zack Scrivner, Chairman, Board of Supervisors

APPROVED AND RECOMMENDED AS TO
CONTENT

Kern, Inyo, Mono Counties Workforce
Development Board

By: _____
Les W. Clark, Jr., Chair

EXHIBIT "A"

SOUTHEAST AJCC									Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole									FY2017-18
Cost Categories	Total Cost	Contributors					Value	Balance to Allocate	
		ETR	EDD	DHS	Job Corps/YouthBull	DOR			
	Percentage	70.52%	23.93%	3.94%	1.07%	0.54%	\$/SF	\$ 1.499	
	Square Footage	22,203	7,533	1,240	337	171	31,484		
Rent	493,288	326,931	135,594	22,326	5,255	3,181	493,288	0	
Operational Costs Including Utilities/Maintenance*	387,050	206,136	85,876	11,516	3,128	1,539	308,195	78,856	
Operational Costs Not Included in Lease/Ops Costs* split on %	78,856	55,610.18	18,867.34	3,105.73	844.06	428.29	78,856	0	
Equipment**	52,425	36,970.56	12,543.32	2,064.74	561.14	284.73	52,425	0	
Access Technology***	46,252	32,617.77	11,066.51	1,821.65	495.08	251.21	46,252	0	
Common Identifier****	2,750	1,939.34	657.98	108.31	29.44	14.94	2,750	0	
Totals with Total Partner Allocations & Remainder Allocation Amt	981,765	660,205	264,605	40,943	10,313	5,699	981,765	0	
Monthly Costs	81,814	55,017	22,050	3,412	859	475	81,814	0	
Total Infrastructure to Be Allocated to Colocated Partners:								\$ 981,765	
AJCC Infrastructure Budget									
KIM's Network of Comprehensive AJCCs									
Cost Category/Line Item	Line Item Cost Detail from Dec 2016 costs					Cost			
RENT									
Rental of Facilities ETR	Paid to County by Agency					\$	326,931		
Rental of Facilities EDD	Paid to County by Agency					\$	135,594		
Rental of Facilities DHS	Paid to County by Agency					\$	22,326		
Rental of Job Corps	Sublease from ETR					\$	5,255		
Rental of Facilities DOR	Paid to County by Agency					\$	3,181		
						Rental Cost Subtotals:	\$	493,288	
Utilities & Maintenance									
Ops for ETR	Paid to County by Agency					\$	206,136		
Ops for EDD	Paid to County by Agency					\$	85,876		
Ops for DHS	Paid to County by Agency					\$	11,516		
Ops for Job Corps	Paid to County by Agency					\$	3,128		
Ops for DOR	Paid to County by Agency					\$	1,539		
Brighthouse High-Speed Internet	Price Agreement for SEAJCC @ \$674.30/mo					\$	8,092		
Telephone Infrastructure	Annualized Telecom Charges to SEAJCC					\$	70,104		
Alarm (Monitoring)	Tel-Tec's current Price Agreement					\$	660		
						Totals not included in Ops Costs paid to County	\$	78,856	
						Utilities & Maintenance Cost Subtotals:	\$	387,050	
Equipment									
Reception & Lobby Areas	See Itemized List					\$	14,821	\$	-
Resource Room (RR) PCs	See Itemized List					\$	33,146	\$	33,146 *
Other RR Equipment	See Itemized List					\$	8,271	\$	-
Assistive Technology Devices in RR	Williams Sound, Sorenson, UbiDuo 2, Zoom Text Fusion, Dragon					\$	5,851	\$	5,851 *
Conference Rooms	See Itemized List					\$	5,349	\$	-
Classrooms	See Itemized List					\$	83,208	\$	-
Copy Room	See Itemized List					\$	-	\$	-
Licensing for PCs in Common Areas	Annual Cost of Software MS Office, Anti Virus, SQL					\$	13,428	\$	13,428 *
Phone Infrastructure	See Itemized List					\$	16,875	\$	-
						Value of Replacement Equipment:	\$	180,948	
						Estimated Cost of Equipment to be Replaced in FY2017-18		\$ 52,425	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)									
Maintenance Copiers/Printers/Equip	SEAJCC Share of Annual Costs by SF					\$	46,252		
						Technology to Facilitate Access to the AJCC	\$	46,252	
Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)									
Signage	To be Done FY2017-18					\$	2,750	\$	2,750 *
PCs for Outreach	4 Marketing Workstations					\$	3,186	\$	-
Annual Common Identifier Costs	Corel, Adobe, Graphics, Constant Contact, PC Windows, MS Office Suite, Antivirus					\$	3,742	\$	-
						Value of Common Identifier Costs	\$	9,677	
						Current FY 2017-18 Common Identifier Subtotal:		\$ 2,750	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS									
SEAJCC									
COST CATEGORY							TOTAL COST		
Subtotal: Rental Costs							\$	493,288	
Subtotal: Utilities & Maintenance Costs							\$	387,050	
Subtotal: Equipment Costs							\$	52,425	
Subtotal: Technology to Facilitate Access Costs							\$	46,252	
Subtotal: Common Identifier Costs							\$	2,750	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:							\$	981,765	

* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, or any other annual item necessary for AJCC operations

** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other equipment used to serve all AJCC customers
 *** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner).

**** Creating Signage, updating templates & materials, updating electronic resources
 ***** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is every 5 years; unless otherwise agreed by AJCC colocated partners.

EXHIBIT "B"

DELANO								Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								FY2017-18
		Contributors				S/SF	\$1,048	
Cost Categories	Total Cost	ETR (Proteus)	EDD	DHS— (10,185- not Included) @ 50%	DOR	Value	Balance to Allocate	
	Square Footage	6831	2411	0	166	9408		
	Percentage	72.61%	25.63%	0.00%	1.76%			
Rent	118,308	61,948	46,002	-	10,359	118,308	0	
Utilities/Maintenance Ops Pd by ETR (Included in Rent for EDD & DOR)	32,011	32,011	-	-	-	32,011	0	
Other Ops Paid by DHS *	16,536	-	-	16,536	-	16,536		
Equipment**	49,094	35,646	12,581	-	866	49,094	0	*
Access Technology***	13,821	10,035	3,542	-	244	13,821	0	
Common Identifier****	6,000	4,357	1,538	-	106	6,000	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	235,770	143,997	63,663	16,536	11,574	235,770	0	
Monthly	19,648	12,000	5,305	1,378	965	19,648		
Total Infrastructure to Be Allocated to Colocated Partners: \$								235,770
AJCC Infrastructure Budget Delano AJCC KIM's Network of Comprehensive AJCCs								
Cost Category/Line Item	Line Item Cost Detail					Cost		
RENT								
Rental of Facilities	\$9,859 Monthly--Annualized					\$	118,308	
						Rental Cost Subtotals:	\$	118,308
Utilities & Maintenance								
Electric	Estimated based upon Delano's ETR FY2016-17 costs					\$	24,219	
Gas	Delano's Cost paid by DHS @ 50%					\$	92	
Water/Sewer	Delano's Cost paid by DHS @ 50%					\$	2,515	
Brighthouse High-Speed Internet	Price Agreement for Delano @124.34/mo					\$	1,492	
Telephone Infrastructure	Annualized Telecome Charges to Delano					\$	6,300	
Facility Maint. Contract (Janitorial)	Included in Rent					\$	-	
Alarm Monitoring	Tel-Tec's current Price Agreement @ 50%					\$	330	
Security Contract	DHS provided cost of \$2,266.60/month @ 50%					\$	13,600	
						Utilities & Maintenance Cost Subtotals (Excludes DHS Paid Costs which are in Green):	\$	32,011
						DHS paid Costs (green highlights = paid by DHS)	\$	16,536
Equipment								
Resource Room (RR) PCs	See Itemized List					\$ 25,780	\$ 25,780	*
Other RR Equipment	See Itemized List (only chairs to be replaced in FY17-18)					\$ 19,075	\$ 3,621	*
Assistive Technology Devices in RR	Williams Sound, Sorenson, UbiDuo2, Zoom Text Fusion, Dragon					\$ 5,851	\$ 5,851	*
Conference Rooms	See Itemized List (only chairs to be replaced in FY17-18)					\$ 14,114	\$ 10,862	*
Copy Room/Hallway	See Itemized List					\$ 11,549	\$ -	
Licensing for PCs in Common Areas	Annual Cost of Software MS Office, Anti Virus, SQL					\$ 2,980	\$ 2,980	*
Phone Infrastructure	Annualized Telecome Charges to Delano					\$ 4,100	\$ -	
						Value of Replacement	\$ 83,448	
						Estimated Cost of Equipment to be Replaced in FY2017-18	\$	49,094
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)								
Maintenance Copiers/Printers/Equip	Delano Share of Annual Costs by SF					\$	13,821	
							\$	13,821
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)								
Signage	To be Done FY2017-18					\$ 6,000	\$ 6,000	*
PCs for Outreach	4 Marketing Workstations					\$ 952	\$ -	
Annual Common Identifier Costs	Corel, Adobe, Graphics, Constant Contact, PC Windows, MS Office Suite, Antivirus					\$ 1,118	\$ -	
						Value of Common Identifier Costs	\$ 8,070	
						Current FY 2017-18 Common Identifier Subtotal:	\$	6,000
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS								
DELANO								
COST CATEGORY						TOTAL COST		
Subtotal: Rental Costs						\$	118,308	
Subtotal: Utilities & Maintenance Costs						\$	48,547	
Subtotal: Equipment Costs						\$	49,094	
Subtotal: Marketing/Outreach Technology to Facilitate Access Costs						\$	13,821	
Subtotal: Common Identifier Costs						\$	6,000	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:						\$	235,770	

* Items of Ops to include electric, gas, water, sewer, trash, recycling, telephones, high-speed internet, contracted maintenance, contracted security, and other similar items necessary for AJCC operations

** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other equipment used to serve all AJCC customers
 *** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.

**** Creating Signage, updating templates & materials, updating electronic resources

^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is every 5 years; unless otherwise agreed by AJCC colocated partners.

EXHIBIT "C"

RIDGECREST--1400 N. Norma St								Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								FY 2017-18
		Contributors				\$/SF	\$1,068	
Cost Categories	Total Cost	ETR	EDD	DHS <small>641 Minus 177 for ETR</small>	DOR	Value	Balance to Allocate	
	Percentage	4.49%	82.09%	4.49%	8.94%	7700		
	Square Footage	345.5	6321	345.5	688			
Rent	98,722	5,141	75,313	5,141	13,127	98,722	(0)	
Utilities/Maintenance Other Ops *	83,950	3,791	83,950	-	-	83,950	0	
Equipment**	15,618	701	12,821	701	1,395	15,618	0	*
Access Technology***	11,312	508	9,286	508	1,011	11,312	0	
Common Identifier****	1,750	79	1,437	79	156	1,750	0	
Allocations & Remaining Allocation Amt	211,352	10,219	182,807	6,428	15,690	211,352	(3,791)	
Estimated Monthly Costs	17,613	852	15,234	536	1,307	17,613		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 211,352.18								
AJCC Infrastructure Budget Ridgecrest AJCC KIM's Network of Comprehensive AJCCs								
Cost Category/Line Item	Line Item Cost Detail					Cost		
RENT								
Rental of Facilities	Based upon EDD Information provided May 2017					\$	98,722	
DHS	DHS Sublease with EDD					\$	10,282	
DOR Sublease	DOR Sublease with EDD					\$	13,127	
Rental Cost Subtotals:						\$	98,722	
Utilities & Maintenance								
Electric/Gas	Estimated based upon EDD Information provided May 2017					\$	21,059	
Lease Management Fees	Paid by EDD					\$	1,738	
Media Com High-Speed Internet	Paid by ETR					\$	3,791	
Telephone/Fax(Landlines)	Based upon EDD Information provided August 2017					\$	6,000	
Alarm Monitoring						\$	-	
Security Contract	Based upon EDD Information provided May 2017					\$	55,154	
Utilities & Maintenance Cost Subtotals:						\$	83,950	
Equipment								
Reception Equipment	EDD provides See Itemized List					\$ 1,596	\$ -	
Sign-In Equipment (FOB-PC-Monitor)	At Reception Desk					\$ 1,843	\$ -	
Resource Room (RR) PCs	See Itemized List					\$ 7,979	\$ 7,979	*
Assistive Technology Devices in RR	Williams Sound, Sorenson, UbiDuo 2, Zoom Text Fusion, Dragon					\$ 5,851	\$ 5,851	*
Copiers	Based upon EDD Information provided August 2017					\$ 2,879	\$ -	
Computer Lab PCs	See Itemized List					\$ 9,575	\$ -	
Licensing for PCs in Common Areas	Annual Cost of Software MS Office, Anti Virus					\$ 1,788	\$ 1,788	*
Printers	As needed for AJCC Shared Ops					\$ 2,250	\$ -	
Value of Replacement Equipment:						\$	33,761	
Current FY 2017-18 Common Identifier Subtotal:						\$	15,618	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)								
Maintenance Copiers/Printers/Equip	Ridgecrest Share of Annual Costs by SF					\$	11,312	
Current FY 2017-18 Marketing/Outreach Subtotal:						\$	11,312	
Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)								
Signage	Based on Location From All AJCC Costs					\$ 1,750	\$ 1,750	*
PCs for Outreach	4 Marketing Workstations					\$ 952	\$ -	
Annual Common Identifier Costs	Corel, Adobe, Graphics, Constant Contact, PC Windows, MS Office Suite, Antivirus					\$ 1,118	\$ -	
Value of Common Identifier Costs						\$	4,452	
Current FY 2017-18 Common Identifier Subtotal:						\$	1,750	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS								
RIDGECREST								
COST CATEGORY						TOTAL COST		
Subtotal: Rental Costs						\$	98,722	
Subtotal: Utilities & Maintenance Costs						\$	83,950	
Subtotal: Equipment Costs						\$	15,618	
Subtotal: Technology to Facilitate Access Costs						\$	11,312	
Subtotal: Common Identifier Costs						\$	1,750	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:						\$	211,352	

* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item necessary for AJCC operations
** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other equipment used to serve all AJCC customers
*** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner)
**** Creating Signage, updating templates & materials, updating electronic resources
^^ AJCC Equipment Is valued at Cost of Current Market Prices. Replacement schedule is every 5 years; unless otherwise agreed by AJCC colocated partners.

EXHIBIT "D"

SOUTHEAST AJCC

EQUIPMENT COSTS

1st Floor Reception/Lobby

			Total Item Cost	Y if Leased
2 PC for FOB	ETR	\$ 1,035.83	\$ 2,071.66	
2 Monitor for FOB	ETR	\$ 289.99	\$ 579.98	
1 FOB	ETR	\$ 246.93	\$ 246.93	
2 PCs for AJCC Reception	ETR	\$ 1,035.83	\$ 2,071.66	
2 Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98	
2 Reception Phones	ETR		\$ -	
1 TTY Phone	ETR	\$ 336.88	\$ 336.88	
1 Fax/Copier	ETR	\$ 2,687.50	\$ 2,687.50	
1 HP Printer	ETR	\$ 949.99	\$ 949.99	
				\$ 9,524.58

Resource Room

25 PCs	ETR	\$ 1,035.83	\$ 25,895.75	
25 Monitors	ETR	\$ 289.99	\$ 7,249.75	
1 Navigator PC	ETR	\$ 289.99	\$ 289.99	
1 Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1 Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56	Y
1 Printer	ETR	\$ 949.99	\$ 949.99	
1 FOB	ETR	\$ 246.93	\$ 246.93	
1 Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
1 Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00	
1 Navigator PC	ETR	\$ 1,035.83	\$ 1,035.83	
4 Client Job-Search Phones	ETR		\$ -	
1 Client Direct-Connect UI Phone	ETR		\$ -	
				\$ 48,741.86

Classroom #1

1 Panasonic Copier	ETR	\$ 1,096.56	\$ 1,096.56	N
1 Large Wall-Mounted Monitor	ETR	\$ 615.60	\$ 615.60	
1 PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	
7 Client PCs	ETR	\$ 1,035.83	\$ 7,250.81	
7 Client Monitors	ETR	\$ 289.99	\$ 2,029.93	
2 HP Printers	ETR	\$ 949.99	\$ 1,899.98	
1 Large Wall-Mounted Vizio Monitor	ETR	\$ 615.60	\$ 615.60	
1 PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	
				\$ 15,580.14

Classroom #2

4 Testing PCs	ETR	\$ 1,035.83	\$ 4,143.32	
4 Testing Monitors	ETR	\$ 289.99	\$ 1,159.96	
1 Small Printer	ETR	\$ 549.99	\$ 549.99	
1 EDD Large monitor	EDD		\$ -	
1 EDD DVD	EDD		\$ -	
1 EDD Speakers	EDD		\$ -	
1 EDD PC	EDD		\$ -	
1 Overhead Projector	EDD		\$ -	
				\$ 5,853.27

Classroom #3					
20	Customer PCs Typing Tests/WK/WinSolutions	ETR	\$ 1,035.83	\$ 20,716.60	
20	Monitors	ETR	\$ 289.99	\$ 5,799.80	
1	Staff PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	FOB PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	FOB Monitor	ETR	\$ 289.99	\$ 289.99	
1	Sony DVD/VHS	ETR	\$ 79.47	\$ 79.47	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Magnavox TV	ETR		\$ -	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50	\$ 34,228.49
Classroom #4					
20	Customer PCs	ETR	\$ 1,035.83	\$ 20,716.60	
20	Customer Monitors	ETR	289.99	\$ 5,799.80	
1	HPLaserJet 5475	ETR	949.99	\$ 949.99	
1	Sony DVD/VHS	ETR	79.46	\$ 79.46	
2	Phones	ETR		\$ -	\$ 27,545.85
Upstairs West Wing Lobby Area					
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49	\$ 598.49
Room #227					
1	Conference Phone	ETR		\$ -	
1	PC	ETR	1035.83	\$ 1,035.83	
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99	
1	Large-Wall Mounted Samsung Monitor	ETR	1513.72	\$ 1,513.72	
1	Speakers	ETR	22.99	\$ 22.99	\$ 2,634.53
Large Conference Room					
1	PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Large Wall-Mounted Monitor	ETR	\$ 1,513.72	\$ 1,513.72	
1	VHS/DVD	ETR	79.46	\$ 79.46	
1	Speakers	ETR	22.99	\$ 22.99	
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99	\$ 2,713.99
2nd Floor East					
1	PC for Room Reservations	ETR	\$ 1,035.83	\$ 1,035.83	
1	Monitor for Room Reservations	ETR	289.99	\$ 289.99	\$ 1,325.82

2nd Floor West Wing Lobby				
1 PC	ETR	\$ 1,035.83	\$ 1,035.83	
1 Monitor	ETR	289.99	\$ 289.99	
1 HP Printer	ETR	949.99	\$ 949.99	
1 Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	
1 Digital Sender	DHS			
1 HP Printer	DHS			
1 Digital Sender	ETR			
1 Refrigerator	ETR			\$ 3,372.37
2nd Floor Copy Room West				
1 Copier/Scanner/Fax	EDD			
1 HP Printer	EDD			
1 Fax	EDD			
1 EDD Copier Scanner	EDD			0
Phone Infrastructure for 1600 E. Belle Terrace				
BroadBand Equipment (included w/Brighthouse Costs)	Brighthouse	\$ -	\$ -	
6 Phone Switches	ETR	\$ 2,779.37	\$ 16,676.22	
1 DHCP Firewall		\$ 199.00	\$ 199.00	\$ 16,875.22

EXHIBIT "E"

DELANO

EQUIPMENT COSTS

			Total Item Cost	
		\$ 40,777.92	\$ 99,962.66	Y if Leased
Reception/Lobby				
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99
1	FOB	ETR	\$ 246.93	\$ 246.93
2	PCs for AJCC Reception	ETR	\$ 1,305.83	\$ 2,611.66
2	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98
1	EDD Copier (Per Staff Breaks down & doesn't work)	EDD	\$ -	
1	DHS Copier (Per Staff Busy & used only by DHS)	DHS	\$ -	
3	DHS PCs (Used by DHS for DHS)	DHS	\$ -	
3	DHS Monitors (Used by DHS for DHS)	DHS	\$ -	
1	Large Wall Mounted Monitor (Used by DHS for DHS)	DHS	\$ -	
1	PC for Wall Mounted Monitor (Used by DHS for DHS)	DHS	\$ -	\$ 5,034.39
Resource Room				
15	PCs	ETR	\$ 1,305.83	\$ 19,587.45
15	Monitors	ETR	\$ 289.99	\$ 4,349.85
1	PC For FOB	ETR	\$ 1,305.83	\$ 1,305.83
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99
1	FOB	ETR	\$ 246.93	\$ 246.93
1	Navigator PC	ETR	\$ 1,305.83	\$ 1,305.83
1	Navigator Monitor	ETR	\$ 289.99	\$ 289.99
1	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50
1	HP Printer	ETR	\$ 949.99	\$ 949.99
5	Phones	ETR	\$ 350.00	\$ 1,750.00
1	TTY	ETR	\$ 336.88	\$ 336.88
1	Desktop Scanner	ETR	\$ 2,133.60	\$ 2,133.60
16	Chairs	ETR	\$ 226.30	\$ 3,620.76
Classroom				
12	PCs	ETR	\$ 1,305.83	\$ 15,669.96
12	Monitors	ETR	\$ 289.99	\$ 3,479.88
1	Staff PC	ETR	\$ 1,305.83	\$ 1,305.83
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99
1	HP LaserPrint	ETR	\$ 949.99	\$ 949.99
12	Chairs	ETR	\$ 226.30	\$ 2,715.57
Behind Reception				
1	Canon FAX (Per Staff used for Clients)	ETR	\$ 2,687.50	\$ 2,687.50
1	HP Printer used by Reception Staff	ETR	\$ 949.99	\$ 949.99
Copy Room				
1	HP Printer	ETR	\$ 949.99	\$ 949.99
1	Shredder	ETR	\$ -	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56
1	Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56
	Plus Click Charges (.012 BW & .068 Color)	ETR	\$ -	\$ 8,973.60
Conference Room #1				
1	Large Wall Mounted Monitor	ETR	\$ 589.99	\$ 589.99
1	PC	ETR	\$ 1,035.83	\$ 1,035.83
24	Chairs	ETR	\$ 226.30	\$ 5,431.14
Conference Romm #2				
1	Large Wall Mounted Monitor	ETR	\$ 589.99	\$ 589.99
1	PC	ETR	\$ 1,035.83	\$ 1,035.83
24	Chairs	ETR	\$ 226.30	\$ 5,431.14
Hallway				
1	Fax Machine	EDD	\$ -	
1	HP Printer	ETR	949.99	\$ 949.99
1	Industrial Shredder	ETR	1624.94	\$ 1,624.94

EXHIBIT "F"

RIDGECREST--1400 Norma St				Total Item Cost		
Equipment List Supplied by EDD--Does not include ETR or EDD Staff				\$ 9,509.31	\$ 23,871.69	Y if Leased
Reception/Lobby/Resource Room						
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83		
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99		
1	FOB	ETR	\$ 246.93	\$ 246.93	\$ 1,842.75	
1	PCs for AJCC Reception	EDD	\$ 1,305.83	\$ 1,305.83		
1	Monitors for AJCC Reception	EDD	\$ 289.99	\$ 289.99	\$ 1,595.82	
6	PCs Computer Lab	ETR	\$ 1,305.83	\$ 7,834.98		
6	Monitors for Computer Lab	ETR	\$ 289.99	\$ 1,739.94	\$ 9,574.92	
5	PCs Resource Room	ETR	\$ 1,305.83	\$ 6,529.15		
5	Monitors for Resource Room	ETR	\$ 289.99	\$ 1,449.95	\$ 7,979.10	
1	Copier	DHS	\$ 1,439.55	\$ 1,439.55		
1	EDD Copier	EDD	\$ 1,439.55	\$ 1,439.55		
					\$ 23,871.69	

EXHIBIT "G"

Locations for Services, Square Footage & Corresponding Percentages

TTL SF	61,657	31,484	9,408	7,700	166	880	8,683	3336
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		Comprehensive					Affiliate and Specialized		
		SE AIC	Delano AIC	Ridgecrest AIC	Taft AIC	Lake Isabella AIC	Oildale AIC	BTW Center	
Marketing/Outreach Technology to Facilitate Access to the AJCC		51.06%	15.26%	12.49%	0.27%	1.43%	14.08%	5.41%	
<i>see attached itemized cost of equipment (note: these costs are maintenance & operational costs)</i>									
Xerox Copier & Outreach Equipment Maintenance Costs	Large Color Production Copier (Average re: 25k/month)	\$ 26,808	13,689	4,090	3,348	72	383	1,450	
Marketing Equipment (Folder, Cutter, Laminator, etc)	Folder, Laminator & Cutter @\$5k (Annual Maintenance)	\$ 5,000	2,553	763	624	13	71	271	
Large Color Sign Printer	Approximately \$1k (Annual Maintenance)	\$ 1,000	511	153	125	3	14	54	
B&W High Capacity Production Copier	Approximate 100k-150k copies annually	\$ 2,000	1,021	305	250	5	29	108	
Cost of creation & maintenance of a center Website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual program partners.)	ITS Website Maintenance Charges at \$10,821.60/FY 2015-16 shared amongst 6 AJCC locations based on AJCC Traffic & then to be shared amongst partners	\$ 10,822	5,526	1,651	1,351	29	154	586	
IT Contracted WAN Support & Equipment Maintenance	ITS Charges for Phone Equipment and WAN Support Based on FY 2015-16	\$ 40,971	20,921	6,252	5,117	110	585	2,217	
Cost of maintenance of a center's IT-Infrastructure and operations that provides outreach to customers by providing IT support to AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual Braille PC- & Monitor	ITS Infrastructure Maintenance Charges which support ETR IT staff 6 AJCC locations (SEAJCC, Delano, Ridgecrest, Lake Isabella, BTW Center, & Oildale) 10 PCs & Other Routers, Switches, Etc. & 1 license of WinServer for DHCP (\$131.30)Phones (Does not include Equipment Costs, only estimates as to connectivity and operations)	\$ 2,398	1,224	366	299	6	34	130	
	100% for AJCC-Office Suite & AV Software included (Braille Software ??)	\$ 1,580	807	241	197	4	23	86	
	Technology to Facilitate Access to the AJCC	\$ 90,578	46,252	13,821	11,312	244	1,293	4,901	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)									
Creating New AJCC Signage--SEAJCC	Estimated Cost \$2500-\$3000 (AJCC Window Graphic & Pylon sign change)	\$ 2,750	2,750	-	-	-	-	-	
Creating New AJCC Signage--Ridgecrest	Estimated Cost \$1500-\$2000 (AJCC Window Graphic & Pylon sign change)	\$ 1,750	-	-	1,750	-	-	-	
Creating New AJCC Signage--Delano	Estimated Cost \$2000-\$2500 (AJCC Window Graphic & Pylon sign change)	\$ 6,000	-	6,000	-	-	-	-	
Updating Templates & Materials	Estimated Currently In-House	\$ -	-	-	-	-	-	-	
Outreach PC- & Monitor	90% of --4 Workstations	\$ 6,239	3,186	952	779	17	89	338	
Outreach Software	90% of Activity is used for AJCC Annual Cost Corel (3x\$198), Adobe (4x\$839.88), Graphics (\$2388), Constant Contact (\$969) PLUS Annual Cost of PC WindowsOS/MS Suite/Office365/AV for 4	\$ 7,328	3,742	1,118	915	20	105	396	
Updating Electronic Resources	Estimated Currently In-House	\$ -	-	-	-	-	-	-	
	Combined Identifier Subtotal:	\$ 24,066	9,677	8,070	3,444	37	194	734	
		SE AIC	Delano AIC	Ridgecrest AIC	Taft AIC	Lake Isabella AIC	Oildale AIC	BTW Center	



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

11

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Approve Amendment No. 1 to the Contract for the construction of the West Bishop Roadway Reconstruction Project

DEPARTMENTAL RECOMMENDATIONS:

- A. Request your Board approve Amendment No. 1 which increases the Scope of Work to the Contract with Qualcon Contractors, Inc. of Minden, NV and increases the amount of the contract \$83,600.44 for the West Bishop Roadway Reconstruction Project in Bishop, CA, which increases the total current Contract amount from \$2,410,237.50 to \$2,493,837.94; and,
- B. Authorize the chairperson to execute Amendment No. 1 to the Contract, contingent upon obtaining appropriate signatures.
- C. Authorize the Public Works Director to execute all other contract documents, including contract change orders to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On September 6, 2016, your Board awarded the construction contract for the West Bishop Roadway Reconstruction Project, in Bishop, CA, to Qualcon Contractors, Inc. of Minden, NV, in the amount of \$2,197,425.00. Since your Board has awarded the contract, three change orders have been issued in the amount of \$212,812.50 to change the mix design of the HMA and fix the sewer trench for the streets of Glenbrook Way, Sierra Vista, and Irene Way.

This Amendment No. 1 changes the scope of work on the project to include the removal and replacement of three drop inlets and four culverts on Pa-Me Lane. This amendment provides an increase of \$83,600.44, for a total contract dollar amount of \$2,493,837.94.

ALTERNATIVES:

The Board could choose not to approve this Contract Amendment No. 1 for the West Bishop Roadway Reconstruction Project. This is not recommended as the additional work is needed to complete the project.

OTHER DEPARTMENT/AGENCY INVOLVEMENT:

Auditor's Office for Project progress payments and Budget Amendment;

FINANCING:

This project is funded through budget unit 034601 (State funded road), object code 5740 (West Bishop Resurfacing)

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.)

Grubler

Approved: YES

Date 9/19/17

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Amia Gillespie

Approved: ✓

Date 9/25/17

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: N/A

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date:

9/25/17

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUALCON CONTRACTORS, INC.
FOR THE PROVISION OF CONSTRUCTION SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Qualcon Contractors, Inc. of Minden, Nevada (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of construction services for the West Bishop Roadway Reconstruction Project dated September 6, 2016, on County of Inyo Standard Contract No. 156.

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

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

1. The Scope of Work shall include;
 - a. The removal and replacement of 3 drop inlets and 4 culverts on Pa-Me Lane
2. Paragraph 3 Subparagraph D is amended to read as follows:

Limit upon amount payable under Agreement, The total sum of all payments made by the County to Contractor for services and work performed under this agreement, including travel and per diem shall not exceed Two Million Four Hundred Ninety Three Thousand Eight Hundred Thirty Seven Dollars and Ninety Four Cents (\$2,493,837.94) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUALCON CONTRACTORS, INC.
FOR THE PROVISION OF CONSTRUCTION SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2017.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Approval of the Exhibit 9-B Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form.

DEPARTMENTAL RECOMMENDATIONS: The Public Works Department recommends that your Board approve the Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2017/2018 Federal fiscal year, and authorize the chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The County is required to adopt and implement a Disadvantaged Business Enterprise (DBE) program as a condition of receiving funds for all Federal-aid transportation projects. The DBE program follows the policies and format required by the California Department of Transportation (Caltrans), which oversees Federally funded transportation projects.

In order to comply with these DBE requirements, an Exhibit 9-B Local Agency DBE Annual Submittal Form must be submitted to Caltrans office of local assistance. Exhibit 9-B outlines the measures that the County must commit to in order to comply with the requirements of the DBE program. These measures include the County's contracts for Federal aid projects and designation of a DBE Liaison Officer.

Although Caltrans does not require submittal of an overall DBE goal or Annual Anticipated DBE Participation Levels (AADPL) as in previous years, the County must develop contract-specific DBE goals when advertising for contractors or consultants for Federally funded transportation projects. The DBE goal for a specific contract is based on a total percentage of the dollar value of work potentially available to DBE contractors and subcontractors within Inyo County's market area. The successful bidder for the project must demonstrate that the company can meet the contract goal for the project, or submit adequate good-faith effort documentation that DBE subcontractor participation was actively solicited for the project. If this requirement is not met, the project will not be eligible for reimbursement by Federal funds. The successful bidder to whom a contract for the project is awarded must then submit records documenting the dollar value of DBE participation.

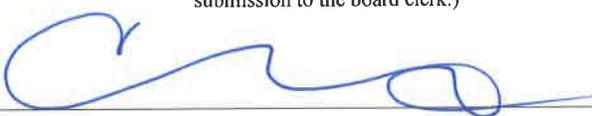
Therefore, the County is required to approve the attached Exhibit 9-B Local Agency DBE Annual Submittal Form if the County wishes to participate in Federally funded transportation projects. This formally acknowledges the County's commitment to implement the Caltrans DBE program. The agreement contains a policy statement describing the objectives of the program and outlining responsibilities for this implementation.

ALTERNATIVES: Your Board could choose not to approve the Exhibit 9-B Local Agency DBE Annual Submittal Form. This is not recommended because it would prevent the County from being able to participate in Federally Funded transportation projects.

OTHER AGENCY INVOLVEMENT: The Exhibit 9-B Local Agency DBE Annual Submittal Form has been reviewed and tentatively approved by Caltrans District 9. Caltrans will formally approve (sign) Exhibit 9-B after it has been approved by the Board.

For the Board meeting of:
Agenda Request form for Approval of DBE Annual Submittal Form.

FINANCING: The cost of preparing Exhibit 9-B is eligible for reimbursement with State Transportation Improvement Project Planning, Programming, and Monitoring funds. Expenditures will be paid out of Budget Unit 504605 (Transportation & Planning) Object Code 5124 for the cost of staff time to prepare Exhibit 9-B. The cost of developing the contract specific DBE goals will be reimbursed with funds allocated to the appropriate Federally funded project.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>9/19/17</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>9/25/17</u>

DEPARTMENT HEAD SIGNATURE:  Date: 9/25/17
(Not to be signed until all approvals are received)

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 9
District Local Assistance Engineer

The information for Exhibit 9-B presented herein is in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of Inyo County
submits our annual 9-B information for the Federal Fiscal Year 2017 /2018, beginning on October 1, 2017 and ending on September 30, 2018.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Michael Errante, P.E.
PO Drawer Q
Independence, CA 93526
760-878-0204 (office)
760-878-2001 (fax)
merrante@inyocounty.us

Planned Race-neutral Measures

Race-neutral measures include the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, if appropriate, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces.);
2. Providing technical assistance and other services;
3. Making available information on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of interested subcontractors on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors);
4. Ensuring distribution of the County's subcontractor list to the widest extent feasible to potential prime contractors;
5. Informing small businesses of Caltrans website <http://www.buildcalifornia.org> for the California Construction Contracting Program training to assist small businesses in being successful at bidding and winning Caltrans and local agency construction contracts;
6. Posting notices Inviting Bids and bid packages on the county website; and,

Prompt Pay

Federal regulation 49 CFR 26.29 requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency's prior written approval. **Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.**

1. The County’s contract documents require that each subcontract contain the same provisions as the contract between the County and the contractor;

2. The County’s contract documents contain a “Prompt Progress Payment to Subcontractors” clause:

“A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment of subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.”

3. Prompt payment Provision No. 3 is included in its entirety in the county’s contract documents.

(Signature)

Chairperson

(Print Name and Title)

ADMINISTERING AGENCY
(Authorized Governing Body Representative)

(Date)

760-878-8506
(Phone Number)

(Signature of Caltrans District Local Assistance Engineer)

(Date)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

(Attachment)

**Prompt Payment of Withheld Funds to
Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



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: BOARD OF SUPERVISORS – Chairperson Mark Tillemans
By: Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Annual nominations for a director and alternate to represent Inyo County on the California State Association of Counties Board of Directors

DEPARTMENTAL RECOMMENDATION: Request Board nominate from among its membership a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2017-2018 Association Year, beginning November 28, 2017.

SUMMARY DISCUSSION: Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the CSAC Executive Committee to one-year terms of office commencing with the first day of the CSAC annual conference. This year, the first day of the conference will be November 28, 2017. Any member of the Board of Supervisors is eligible for the directorship. Supervisor Jeff Griffiths is currently serving as Inyo County's director and Supervisor Totheroh as its alternate for the 2016-2017 Association Year. (See attached list of all current directors.)

CSAC's Board of Directors holds its first meeting of each year at the annual conference, being held November 28 through December 1 in Sacramento. It is important the County has its newly appointed Board of Directors representatives at this first meeting, since the CSAC Board of Directors at this time will nominate CSAC officers and elect the 2018 Executive Committee.

ALTERNATIVES: Your Board could choose not to nominate new Board of Directors representatives, but this is not recommended, as Inyo County should have representation on the CSAC governing board.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
BUDGET OFFICER: N/A	BUDGET AMENDMENTS (Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)

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

Mark Tillemans

Date: 10-5-17

CALIFORNIA STATE ASSOCIATION OF COUNTIES
Board of Directors
2017

<u>Section</u>	<u>County</u>	<u>Director</u>
U	Alameda County	Scott Haggerty
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Bill Connelly
R	Calaveras County	Michael Oliveira
R	Colusa County	Kim Dolbow Vann
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	John Viegas
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Mick Gleason
R	Kings County	Doug Verboon
R	Lake County	Jim Steele
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	Max Rodriguez
S	Marin County	Damon Connolly
R	Mariposa County	Marshall Long
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	Larry Johnston
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield
U	Orange County	Lisa Bartlett
S	Placer County	Jim Holmes
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington

U	Sacramento County	Susan Peters
R	San Benito County	Jaime De La Cruz
U	San Bernardino County	James Ramos
U	San Diego County	Greg Cox
U	San Francisco City & County	Malia Cohen
S	San Joaquin County	Bob Elliott
S	San Luis Obispo County	John Peschong
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Larry Munger
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Steve Worthley
R	Tuolumne County	Sherri Brennan
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Doug Lofton

President: Keith Carson, Alameda
 First Vice President: Leticia Perez, Kern
 Second Vice President: Virginia Bass, Humboldt
 Immed. Past President: Richard Forster, Amador

SECTION: U=Urban S=Suburban R=Rural



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
14

Consent Hearing Departmental Correspondence Action Public

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: OCTOBER 10, 2017

SUBJECT: Ratify and Approval of Contract with California Institute of Behavioral Health Solutions (CIBHS) for Learning Collaborative

DEPARTMENTAL RECOMMENDATION:

Request your Board

- A. Approve the contract between the County of Inyo and CIBHS for participation in an Eastern Sierra Strengths Model Collaborative in the amount of \$115,000 for the period of October 1, 2017 to June 30, 2019 and authorize the _____ Chairperson to sign the contract and the HIPPA Business Association Agreement.
- B. Request Board amend the Fiscal Year 2017-2018 CMH budget (045200) as follows: increase estimated revenue in Revenue Code State Grants (4498) by \$95,000 and increase appropriation in Professional Services (5265) by \$95,000. (4/5's vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Through Mental Health Services Act (MHSA) Workforce Education Training (WET) funds, the HHS Behavioral Health staff members that work with adults with severe mental illness and/or addiction issues have a unique opportunity to enter into a learning collaborative with Mono and Alpine counties for extensive training in an evidence-based Strengths Model. This Strengths Model has been successfully implemented in several sites in California and throughout the States, including rural Kansas. Staff will learn a Strengths Model approach to treatment planning, intervention and documentation. This model involves engaging and meeting the consumer "where they are", an important principle of MHSA, and also meets Medi-Cal requirements for billing. Inyo, Mono and Alpine staff will participate in regular training and supervision together via web-ex and conference calls as well as through occasional in-person meetings at our respective sites. The training will be tailored to the specific opportunities and challenges of isolated rural communities. The project will also offer an opportunity to test the training across sites and collect data regarding outcomes to inform services. The project will further serve as a performance improvement project partially fulfilling our mandate for two such projects. Training will also touch on a harm-reduction model to addiction. We will have the opportunity to invite participation from clinical staff from Toiyabe Family Services if they are available to join us as well. The amount of funds requested for this contract is for Inyo's portion of the contract relative to our size and participation level. This project meets requirements for use of MHSA WET funds. This year is the final year for use of these WET funds prior to reversion and results in increased skills for our workforce.

We had original budgeted \$30,000 to create a placeholder in this budget however development of the training and the final cost had not been finalized when we were developing our FY 17/18 budgets. We are requesting to increase the use of MHSA WET funds that are in a trust account.

ALTERNATIVES:

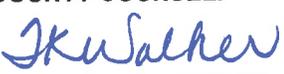
Your Board could deny approval of this contract. As a result, HHS Behavioral Health would not be able to avail itself of this valuable collaboration. The MHSA WET funds would likely revert back to the State.

OTHER AGENCY INVOLVEMENT:

Mono and Alpine Behavioral Health.

FINANCING:

This expense will be 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 <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>YES</u> Date: <u>9/29/17</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>10/2/2017</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/3/17

BUDGET OFFICER:



**AGREEMENT BETWEEN COUNTY OF INYO
AND THE CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS
FOR THE PROVISION OF CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Consulting Services by California Institute for Behavioral Health Solutions (CIBHS), of Sacramento, 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 the Director of Behavioral Health, or an authorized representative thereof. 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. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the 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, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

Contractor and County understand and agree that Contractor's services to County are part of a larger project referred to as the Eastern Sierra Strengths Model Learning Collaborative (the "Project") of which the Counties of Mono and Alpine are also a part. Mono and Alpine each have separately contracted with Contractor for services as part of the Project and it is the intention of all three Counties, and Contractor, to collaborate with respect to the Project as described in Attachment A. In the event that one County terminates its contract or otherwise withdraws from the Project, Inyo County will meet with Contractor to renegotiate the terms of this Agreement to ensure the continuation of the Project.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from October 1, 2017, to June 30, 2019, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

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 a lump sum total amount of \$110,000.00 (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 that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. 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. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall 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. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that

Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

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 shall 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.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, 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

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. 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 that 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services 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, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the 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, that 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, videotapes, 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 that 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 Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general

aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of INYO, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Inyo County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Inyo County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. 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 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 employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, 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, 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 that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone 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 and shall survive any termination or expiration of this Agreement.

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, micrographs, 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, that 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal 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 the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the 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 a 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 23 below.

18. CONFIDENTIALITY

Contractor agrees to comply with 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 privileged, restricted or confidential information and records obtained in the course of providing the work and

services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that 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 (2) 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 the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

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 order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, 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 any party during the term 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 or email (if included below) to the respective parties as follows:

County of Inyo:
Gail Zwier, Director
Inyo County Behavioral Health
162--J Grove Street
Bishop, CA 93514

Contractor:
California Institute for Behavioral Health Solutions (CIBHS)
2125 19th Street, 2nd Flood
Sacramento, CA 95814

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 executed in writing by the parties hereto.

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: *Sandra Naylor Gordon*, *MS*

Dated: _____

Dated: 9-25-17

Taxpayer's Identification or Social Security Number: 68-0394970

APPROVED AS TO FORM:

APPROVED BY RISK MANAGEMENT:

M. Salcher
County Counsel

M. Baker
Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: OCTOBER 1, 2017 TO: JUNE, 30, 2019

SCOPE OF WORK:

Contractor shall provide the services set forth in the Proposal to Alpine, Inyo and Mono County Behavioral Health Agencies, which is attached hereto as Attachment A-1 and incorporated by this reference.

**Eastern Sierra
Strengths Model
Learning
Collaborative**

**A PROPOSAL TO
ALPINE, INYO AND MONO COUNTY
BEHAVIORAL HEALTH AGENCIES**

Prepared by the
California Institute for
Behavioral Health Solutions

May 2017

A-1



TABLE OF CONTENTS

Project Purpose	1
The Strengths Model	2
Project Description	5
Project Schedule	5
Project Approach.....	6
Composition of County Teams	11
Outcomes Tracking	14
Pricing.....	15



PROJECT PURPOSE

In January 2017, the Eastern Sierra counties of Mono, Inyo, and Alpine contacted the California Institute for Behavioral Health Solutions (CIBHS) for support to implement Strengths Model care management via a learning collaborative approach. The three Eastern Sierra counties want to build their infrastructure as recovery-oriented systems and improve outcomes for people with serious mental illness and substance use disorders in the areas of housing, employment, education, and increased community involvement. This Strengths Model learning collaborative will be customized to the unique needs, population, and environmental, cultural, economic, and social context of the participating Eastern Slopes agencies and the people they serve.

Over a period of approximately 14 to 24 months, behavioral health agencies in Inyo, Mono, and Alpine counties will test and adapt innovative practices that are designed to bring about widescale changes at both systems and practice levels that reflect high fidelity implementation of the Strengths Model. Strengths Model consultants will work with agency leadership to achieve high fidelity to the Strengths Model, build the infrastructure needed to sustain this practice, and ultimately improve the lives of people with behavioral health needs. Strengths Model consultants will also work with supervisors and direct service staff to build skills to apply Strengths Model tools and methods that help people make forward movement in their recovery and build or rebuild lives of meaning and purpose beyond formal systems of care.

During the collaborative, each of the three agencies will develop specific goals and objectives that are unique to the people they serve, as well as methods for measuring and tracking these outcomes.



THE STRENGTHS MODEL

Inyo, Mono and Alpine County Behavioral Health agencies are seeking to implement the Strengths Model approach to mental health services, as developed by the University of Kansas (KU). KU developed the Strengths Model in the mid-1980s as a response to traditional deficit-oriented approaches in mental health. The Strengths Model is both a philosophy of practice and a set of tools and methods designed to enhance recovery. While the tools of the model (i.e. Strengths Assessments and Personal Recovery Plans) are used primarily by community-based direct service workers (e.g. case manager, care manager, care coordinator, community health worker, etc.), the principles of the model have agency-wide application.

The Strengths Model rests on six core principles:

- Principle #1: People with psychiatric disabilities can recover, reclaim and transform their lives
- Principle #2: The focus is on an individual's strengths rather than deficits
- Principle #3: The community is viewed as an oasis of resources
- Principle #4: The client is the director of the helping process
- Principle #5: The relationship is primary and essential
- Principle #6: The primary setting for our work is in the community

These principles provide both a philosophical base as well as day-to-day guidance for tasks and goals. Further, the Strengths Model employs two primary tools:

The Strengths Assessment

The Strengths Assessment is started during the engagement phase of the helping relationship, but is frequently updated as the clinician learns more about a person's talents, skills, environmental strengths, interests and aspirations. Initially the Strengths Assessment is used to establish goals that are meaningful and important to the person, but ultimately becomes a portrait of the "whole" person, amplifying those aspects of the person that currently contribute or have previously contributed to the person's wellness. Well-done Strengths Assessments are developed through a conversational approach, with the clinician demonstrating a sincere interest in wanting to know more about the person. The Strengths Assessment is used over time to help the person develop strategies toward goal achievement and to help them find niches where they can demonstrate competence and confidence.



The Personal Recovery Plan

The Personal Recovery Plan is used once a meaningful and important goal has been identified. Problems, barriers, and challenges a person may face are not ignored within the Strengths Model. Rather, those barriers are always viewed within the context of how they impact something the person desires to achieve. In this context, goals are transformed from, “decrease symptoms of depression” to “I want to better manage symptoms of depression so I can care for my son.” The Personal Recovery Plan becomes an active “to do” list within the helping relationship and is used during nearly every contact with the person. The Personal Recovery Plan keeps the work focused on the person’s primary goal, even in the presence of an occasional crisis.

Effectiveness of the Strengths Model

Eleven studies have tested the effectiveness of the Strengths Model with people with serious mental illnesses. Five of the studies employed experimental or quasi-experimental designs (Gelkopf et al., 2016; Stanard, 1999; Macias et al., 1997; Macias et al., 1994; Modrcin et al., 1988), and six used non-experimental methods (Fukui et al., 2012; Barry et al., 2003; Ryan, Sherman & Judd, 1994; Kisthardt, 1993; Rapp & Wintersteen, 1989; Rapp & Chamberlain, 1985). Collectively, these studies produced positive outcomes in the areas of psychiatric hospitalization, housing, employment, reduced symptoms, leisure time, community involvement, and enhanced quality of life.

In the five experimental studies, positive outcomes significantly outweighed the outcomes in which no significant difference was reported. In none of the studies did clients receiving Strengths Model case management do worse. The results have also been remarkably consistent across settings and within studies. In one study that compared Assertive Community Treatment (ACT) and the Strengths Model, no differences were found in hospitalization and social functioning but differences in reduction of symptoms were statistically significant favoring the Strengths Model (Barry, Zeber, et al., 2003).

In 2004, the KU Center for Mental Health Research and Innovation developed a Strengths Model fidelity scale to ensure adherence to key components of the model for implementation purposes. This allowed for distinctions to be made between organizations who were actually doing the model versus organizations who said they were doing the model. A study by Fukui et al. (2012) was the first to evaluate the relationship between increased fidelity to the Strengths Model and client outcomes. A statistically significant association was found between fidelity



scores and psychiatric hospitalization, competitive employment, and post-secondary education. Further, most of these teams were able to achieve high fidelity within one year of implementation, suggesting that Strengths Model case management is an implementable practice.



PROJECT DESCRIPTION

The following elements of the project are described below:

- **Project Schedule:** The array of activities by type with frequency, timing and topical focus. All timeframes are flexible; actual timing to be determined by Eastern Sierra Collaborative leadership.
- **Project Approach:** A summary of each kind of activity, including duration, Individuals to be involved, timing.
- **Composition of Agency Teams:** Recommended make-up of Strengths Model learning Collaborative project teams and individual member roles.
- **Outcomes Tracking:** A brief overview of the support to be provided for outcomes tracking.



Project Schedule

Kick Off:

- Baseline fidelity review: Month 1 (1 day per agency)
- Leadership meeting: Month 2 (2-hour in-person)
- Virtual orientation: Month 2 (2-hour webinar)

Collaborative & Skill-Building Sessions (training-day 1, collaboration-day 2):

- Session 1: Month 3 (focus: recovery goals, engagement & strengths assessment)
- Session 2: Month 5 (focus: building recovery-oriented treatment plans from the strengths assessment, group supervision)
- Session 3: Month 8 (focus: personal recovery plan)
- Session 4: Month 11 (focus: naturally-occurring resources and supporting independence from the system)
- Session 5: Month 14 (focus: wrap-up, team self-assessments, shared learning)

Practice Coaching, Field Mentoring, and Supervisor Supports:

- Round 1: Month 4 (focus: recovery goals, engagement & strengths assessment)
- Round 2: Months 6/7 (focus: building recovery-oriented treatment plans from the strengths assessment, group supervision)
- Round 3: Months 9/10 (focus: personal recovery plan)
- Round 4: Months 12/13 (focus: naturally-occurring resources and supporting independence from the system)

Collaborative Calls:

- Skill Building/Coaching Calls: Weekly (Month 3 – Month 13)
- Leadership Team Calls: Bi-monthly (Month 2 – Month 14; as needed)
- Supervisors Forum Calls: Quarterly (Month 4 – Month 13)

Fidelity Reviews:

- Baseline: Month 1: CIBHS site visit and baseline fidelity review
- Six-months: Month 8: CIBHS site visit and fidelity review
- One-year: Month 14: CIBHS site visit and fidelity review

*All activities will weave in approaches to increase success with housing and supports for individuals with co-occurring substance use disorders. Also included will be guidance on recovery-oriented, compliant documentation (with examples and hands-on support).

All timeframes are flexible; actual timing to be determined by Eastern Sierra Collaborative leadership.



Project Approach (timing flexible)

ACTIVITY	DESCRIPTION
Kick Off	
<p>Fidelity Reviews</p> <ul style="list-style-type: none"> • Timing: Months 1, 8 & 14 • 1 day per site, in-person <p>Agency participants:</p> <ul style="list-style-type: none"> • Team supervisors • Clinicians <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles 	<p>The fidelity review is designed to measure the extent to which an agency's practices align with the core elements of the Strengths Model. Each site will be assessed and scored per the Strengths Model fidelity scale, which was designed by the University of Kansas, Center for Mental Health Research and Innovation.</p> <p>Each review consists of interviews with the team supervisor, the team clinicians, and clients served by the team. A detailed fidelity report will be provided to teams following each fidelity review, which will provide an assessment of current practice and recommendations for increasing fidelity to the Strengths Model.</p> <p>The primary goal of a baseline review (in Month 1) is to obtain an initial understanding of the program and current practices. Fidelity to the model is not expected in the early stages of implementation.</p>
<p>Leadership Team Meeting</p> <ul style="list-style-type: none"> • Timing: Month 2 • Duration: 2 hours per site (in-person) <p>Agency participants:</p> <ul style="list-style-type: none"> • Executive leader(s) • Team supervisor • 1 clinician • At least 1 client • Local community leaders/representatives <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles • Karin Kalk 	<p>Initial leadership team meeting. Leadership team will oversee and support implementation efforts.</p> <ul style="list-style-type: none"> • Outcomes goals • Agency structure <p>Due to large Native American populations within the counties, local tribes will be invited to participate – to provide guidance regarding how to use the model in a way that will meet the needs of local communities.</p>
<p>Virtual Orientation</p> <ul style="list-style-type: none"> • Timing: Month 2 • Duration: 2-hour webinar 	<p>Overview of Strengths Model</p> <ul style="list-style-type: none"> • Strengths Model principles • Hope-inducing behaviors • Fidelity scale



ACTIVITY	DESCRIPTION
<p>Agency participants:</p> <ul style="list-style-type: none"> • Project teams from each agency <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles 	<p>Orientation to learning collaborative and implementation process</p> <ul style="list-style-type: none"> • Consultation and technical assistance schedule • Fidelity review schedule
<p>Collaborative & Skill-Building Sessions</p>	<p>Each session is 2 days:</p> <ul style="list-style-type: none"> • Day 1: Training • Day 2: Collaboration
<p>Session 1 (focus: recovery goals, engagement & strengths assessment)</p> <ul style="list-style-type: none"> • Timing: Month 3 • Duration: 2 days (In-person) <p>Agency Participants:</p> <ul style="list-style-type: none"> • Agency leaders and members of all project teams <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles • Karin Kalk (as needed) • Shoshana Zatz (as needed) 	<p>Recovery goals</p> <ul style="list-style-type: none"> • Discussion about recovery goals and the importance of identifying meaningful goals that are aimed at helping people build a life worth living beyond formal systems of care <p>Group activity</p> <ul style="list-style-type: none"> • Defining our own concepts of recovery. <p>Strengths Assessment workshop</p> <ul style="list-style-type: none"> • Content and process components of the Strengths Assessment • Core competencies • Multiple uses of the Strengths Assessment • Quality review • Fidelity measures <p>Group activity</p> <ul style="list-style-type: none"> • Review example Strengths Assessments • Use quality review sheets and fidelity review tracking guides to critique/score examples <p>Role plays</p> <ul style="list-style-type: none"> • Practice introducing a Strengths Assessment in a meaningful context
<p>Session 2 (focus: building recovery-oriented treatment plans from the Strengths Assessment, group supervision)</p> <ul style="list-style-type: none"> • Timing: Month 5 • Duration: 2 days (in-person) <p>Agency Participants:</p> <ul style="list-style-type: none"> • Agency leaders and members of all project teams 	<p>Building recovery-oriented treatment plans from the Strengths Assessment</p> <ul style="list-style-type: none"> • Using Strengths Assessments to identify recovery-oriented treatment plan goals • Defining service provider's role in goal attainment (medical necessity) • Compliance standards for treatment planning • Discussion about alignment between Strengths Model practice and compliance standards - how they support each other. <p>Group activity</p>



ACTIVITY	DESCRIPTION
<p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles • Karin Kalk (as needed) • Shoshana Zatz (as needed) 	<ul style="list-style-type: none"> • Review/create sample treatment plan goals. <p>Group Supervision</p> <ul style="list-style-type: none"> • Introduction to Strengths Model group supervision process • Practice with initial group supervision presentation and brainstorming process
<p>Session 3 (focus: Personal Recovery Plan)</p> <ul style="list-style-type: none"> • Timing: Month 8 • Duration: 2 days (in-person) <p>Agency Participants:</p> <ul style="list-style-type: none"> • Agency leaders and members of all project teams <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles • Karin Kalk (as needed) • Shoshana Zatz (as needed) 	<p>Personal Recovery Plan workshop</p> <ul style="list-style-type: none"> • Content and process components of the Personal Recovery Plan • Core competencies • Quality review • Fidelity measures • Revisit discussion about recovery and developing meaningful recovery goals <p>Group activity</p> <ul style="list-style-type: none"> • Review sample Personal Recovery Plans • Use quality review sheets and fidelity review tracking guides to critique/score examples <p>Role plays</p> <ul style="list-style-type: none"> • Helping people articulate meaningful goals • Breaking big goals into small, measurable steps
<p>Session 4 (focus: Naturally Occurring Resources and Supporting Independence from the System)</p> <ul style="list-style-type: none"> • Timing: Month 11 • Duration: 2 days (in-person) <p>Agency Participants:</p> <ul style="list-style-type: none"> • Agency leaders and members of all project teams <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles • Karin Kalk (as needed) • Shoshana Zatz (as needed) 	<p>Naturally occurring resources</p> <ul style="list-style-type: none"> • Discussion about importance of helping people find niches in their communities and building anchors of support that may ultimately lead to departure from the mental health system • Group discussion about lived experiences of people they serve and importance of gently introducing recovery concept in ways that are empowering and supportive of helping people develop positive self-identities outside of the mental health system • The historical role of the mental health system in helping people develop distressing narratives about what they can expect to achieve in life <p>Role plays: opening conversations about recovery</p>



ACTIVITY	DESCRIPTION
<p>Session 5 (focus: Wrap-Up and discussion of Final Fidelity Review results)</p> <ul style="list-style-type: none"> • Timing: Month 14 • Duration: 2 days (in-person) <p>Agency Participants:</p> <ul style="list-style-type: none"> • Agency leaders and members of all project teams <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles • Karin Kalk (as needed) • Shoshana Zatz (as needed) 	<p>Wrap up</p> <ul style="list-style-type: none"> • Team members' self-assessments of their mastery of skills and tools • Revisit any materials/concepts as needed <p>Review 1-year fidelity reports</p> <p>Shared Learning</p> <ul style="list-style-type: none"> • Discuss experiences participating in the learning collaborative • Ideas for future projects
<p>Practice Coaching, Field Mentoring, and Supervisor Supports:</p>	<p>Technical support regarding tools and methods of Strengths Model practice. To be set up on individual basis depending on what skills the practitioner wishes to focus on. Typically consists of the consultant (or team supervisor) either modeling or observing skills during a meeting with a client, followed by feedback and discussion about next steps.</p>
<p>Round 1 (focus: Strengths Assessment)</p> <ul style="list-style-type: none"> • Timing: Month 4 • 2 site visits per team <p>Agency Participants:</p> <ul style="list-style-type: none"> • Team supervisors • Team clinicians <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles 	<p>Strengths Assessment - Potential skills:</p> <ul style="list-style-type: none"> • Introducing the Strengths Assessment in a meaningful context • Assessing strengths through casual conversation • Using the SA to identify a meaningful recovery goal • Using the SA to open a conversation about recovery • Using the SA to identify possible avenues toward goal attainment • Documenting the use of SAs in progress notes
<p>Round 2 (focus: Building Recovery Oriented Treatment Plans from the Strengths Assessment, Group Supervision)</p> <ul style="list-style-type: none"> • Timing: Months 6 & 7 	<p>Building recovery-oriented treatment plans from the Strengths Assessment</p> <ul style="list-style-type: none"> • Using a Strengths Assessment to identify a recovery-oriented treatment plan goal



ACTIVITY	DESCRIPTION
<ul style="list-style-type: none"> • 2 site visits per team <p>Agency Participants:</p> <ul style="list-style-type: none"> • Team supervisors • Team clinicians <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles 	<ul style="list-style-type: none"> • Using a SA to identify action steps toward goal attainment • Using a SA to identify measurable goal progress indicators • Using a SA to identify progress made toward goals since the last treatment plan review <p>Group Supervision</p> <ul style="list-style-type: none"> • Direct support during group supervision meetings • Helping clinicians and team supervisors prepare for a group supervision presentation • Discussing brainstorming ideas with a client and discussion of potential next steps toward goal attainment
<p>Round 3 (focus: Personal Recover Plan)</p> <ul style="list-style-type: none"> • Timing: Months 9 & 10 • 2 site visits per team <p>Agency Participants:</p> <ul style="list-style-type: none"> • Team supervisors • Team clinicians <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles 	<p>Personal Recovery Plan</p> <ul style="list-style-type: none"> • Helping someone articulate a meaningful recovery goal • Helping someone focus on one meaningful goal (helping someone identify "hot" goals that they feel passionate and driven to work toward right now) • Using Motivational Interviewing techniques to determine where someone might currently be in the stages of change (determining whether the time is right to introduce a PRP) • Using a PRP to identify community resources or supportive relationships that might help with goal attainment • Using PRPs to support self-efficacy and help someone begin to re-write internal narratives
<p>Round 4 (focus: Naturally Occurring Resources and Supporting Independence from the System)</p> <ul style="list-style-type: none"> • Timing: Months 12 & 13 • 2 site visits per team <p>Agency Participants:</p> <ul style="list-style-type: none"> • Team supervisors • Team clinicians <p>CIBHS Strengths Model staff:</p> <ul style="list-style-type: none"> • Rick Goscha • Matthew Blankers • Bryan Knowles 	<p>Naturally occurring resources</p> <ul style="list-style-type: none"> • Reviewing Strengths Assessments and/or PRPs to identify naturally occurring resources that might help with goal attainment • Reviewing progress notes to identify how the use of naturally occurring resources are tied to goal attainment <p>Supporting independence from the system</p>



ACTIVITY	DESCRIPTION
Collaborative Contacts:	
Skill building/coaching calls (remote) GoToMeeting <ul style="list-style-type: none"> • Timing: Two calls per month • Duration: 1 hour per call 	Twice monthly calls with the team supervisors to support them in teaching skills and methods to service providers. Emphasis on enhancing sustainability of the Strengths Model beyond formal learning collaborative process Monthly calls to discuss progress made between learning sessions and share learning across the teams.
Group supervision sessions <ul style="list-style-type: none"> • Timing: 2-3 sessions per month <ul style="list-style-type: none"> ○ 1 meeting in-person ○ 1-2 meetings via GoTo Meeting • Duration: 1-2 hours per call 	Weekly group supervision meetings are designed to help support the team in their work. The expectation is that each team will build up to 1-2 hours of weekly group supervision during the implementation process. Strengths Model consultants will join the teams up to once per month in-person and 1-2 times per month remotely.
Supervisors' forum calls: <ul style="list-style-type: none"> • Timing: Quarterly calls (4 calls throughout learning collaborative process) • Duration: 1.5 hours per call 	Quarterly calls among team supervisors and Strengths Model consultants to discuss progress made between learning sessions and share learning across the teams.



Composition of the County Teams

Having an appropriate and effective team is a key component of successful improvement efforts. While team configuration may vary across agencies, some core team roles are required. Individual members that comprise teams should minimally reflect the following leadership roles:

1. Executive Leader
2. Team Supervisor
3. Clinical Supervisor or Manager
4. Providers

The active participation of clients and family members is strongly encouraged in all phases of the Collaborative.

Executive Leader (Generally the Agency Director or Deputy Director)

The executive leader has ultimate authority to allocate time and resources needed to achieve the team's aims. In addition, this individual has administrative authority over all areas affected by the changes the team will test and will champion the spread of successful changes throughout the organization. It is recommended that the executive leader attend all learning sessions and is expected to participate in the monthly leadership calls. The executive leader ensures that the team has discussed and answered the three fundamental questions: 1) what are we trying to accomplish; 2) how will we know that a change is an improvement; and 3) what changes can we make that will result in an improvement. The executive leader should be asking the following questions of the team each week: "What can I do to support the testing of change ideas or remove barriers to being able to test changes?" The executive leader is also responsible for supporting implementation (making permanent) changes that are improvements, and then planning for and carrying out their spread.

Team Supervisor (Oversees Day-to-Day Team Activities)

The team supervisor is the day-to-day leader who will be accountable for the team's effort and success. Team supervisors assure that tests of change (using the PDSA cycle) are conducted, oversee data collection and analysis, and use learning to refine changes. This role can be filled by one of the other positions identified below--for example, the clinical supervisor. It is important that this person understand not only the details of the system, but also the various factors associated with making change(s) in the system. This individual needs to be able to work



and communicate effectively with all team members as well as other staff members in the organization. The team supervisor will be the “key contact” at your organization for SMC communications and will be responsible for coordinating communications between the team and SMC faculty. The team supervisor is expected to attend all learning sessions and participate in all pre-work, action period, and coaching calls.

Clinical Supervisor or Manager (Has Clinical Practice and Supervision Expertise)

Some of the attributes of a Clinical Supervisor or Manager could include, but are not necessarily limited to someone who:

- Understands evidence-based clinical practice and/or supervises clinical care.
- Has a background in improvement methods that can help the team determine what to measure and assist in the design of small-scale tests of change.
- Has a good understanding of the methods and tools used to collect and report data.

The Clinical Supervisor or Manager is expected to attend all learning sessions and participate in all action period calls.

Provider(s) (Clinicians and/or Case Managers)

Individuals engaged in direct service delivery are critical to the success of achieving the aim of this collaborative. To this end, each team should plan for the inclusion of necessary direct service mental health staff, which may include social workers, nurses, case managers, psychiatrists or other clinicians or therapists. Key service delivery providers are expected to attend learning sessions and participate in all action period calls.

Data Lead

The Data Lead will have primary responsibility for the collection and analysis of the data associated with this learning collaborative. It is important that this individual has expertise in the methods of data collection and analysis; however, the entire team should expect to review data monthly in order to assess whether improvements are being made. The data analyst is expected to attend all learning sessions and participate in all action period calls.



Additional Team Members

In addition, there may be other team members identified and included who are critical to the work of the team, but do not attend the learning sessions in person. This may include staff that participate in the testing of change ideas, are involved in discussing the results of testing, and/or assist in the removal of barriers to testing. These individuals may also be involved in action period calls. While it is important that one person from each of the key team roles above attends the Learning Sessions, it is up to the executive leader and team supervisor's discretion as to who else is involved in the collaborative and in what capacity.

Team Structure and Processes

Each team should establish a structure and process for conducting improvement work which will include planning tests, carrying out tests, collecting data, analyzing the data, and deciding what refinements to make before further testing. At minimum, teams should agree during pre-work to the following:

- When will meetings occur to plan and study, plan and support implementation of the Strengths Model?
- Who will attend those meetings?
- Who will lead those meetings?
- Who will attend various collaborative activities (e.g. Learning Sessions, Action Period calls, etc.)?

The executive leader is strongly encouraged to attend all Learning Sessions. The team supervisor, clinical supervisor or manager, provider(s), and data lead are expected to attend each Learning Session. Each learning session builds on the previous one and to ensure a cohesive and mutually informed team the same members should attend. There may be one or more individuals on the team with skills and qualifications that enable him or her to fill more than one role. However, each team should ensure that each key role is represented to successfully drive changes in and across organizations.



Outcomes Tracking

Identifying the client population and tracking progress toward recovery is critical to the success of teams achieving their aims of the project. Without this identification and tracking, improvement cannot be measured or achieved. To identify and track clients within the target population, teams need to collect, access, update, and use data that pertains to the selected cohort. The tools used to collect and access outcome information about a specific group of clients are often referred to as a Clinical Information System (CIS). Teams will use a CIS to guide continuously quality improvement efforts to ensure that the interventions being implemented are resulting in improved outcomes.

During the learning collaborative, teams will receive support to:

- Identify targeted client populations and sub-populations
- Identify specific outcomes and benchmarks for improvement
- Set up CIS and training on entering data
- Teach supervisors and agency leadership how to run reports
- Use data with staff to guide improvement efforts
- Use data in leadership team meetings to guide improvement efforts
- Use data to test interventions on a small scale while moving toward full-implementation within the organization.



ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: OCTOBER 1, 2017 TO: JUNE 30, 2019

SCHEDULE OF FEES:

CONSULTING COSTS – Clinical, Training, Facilitating and Evaluation

See Attachment B-1, incorporated herein by this reference.

Project Fee: \$252,000

Payment Schedule:

<u>Activities Completed Through</u>	<u>Total Amount Due</u>	<u>Alpine</u>	<u>Inyo</u>	<u>Mono</u>
		<u>22%</u>	<u>44%</u>	<u>34%</u>
Learning/Training Session #1	\$52,000	\$11,349.21	\$22,698.41	\$17,539.68
Learning/Training Session #2	\$50,000	\$10,912.70	\$21,825.40	\$16,865.08
Learning/Training Session #3	\$50,000	\$10,912.70	\$21,825.40	\$16,865.08
Learning/Training Session #4	\$50,000	\$10,912.70	\$21,825.40	\$16,865.08
Learning/Training Session #5	\$50,000	\$10,912.70	\$21,825.40	\$16,865.08
Total		\$55,000	\$110,000	\$85,000

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 CIBHS, referred to herein as Business Associate ("BA"). This Agreement is effective as of 10/1/17, (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 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

By: _____

By: Sandra Naylor Gordon, CEO

Print Name: _____

Print Name: Sandra Naylor Gordon

Title: _____

Title: CEO Emeritus, CIBHS

Date: _____

Date: 9-25-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 15

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

FROM: HEALTH & HUMAN SERVICES – Aging and Social Services

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Request ratification and approval of the contract with Philips Lifeline for Emergency Response Monitoring System services.

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve the contract between the County of Inyo and Philips Lifeline for Emergency Response Monitoring System services, in an amount not to exceed \$6,000.00 for the period of July 1, 2017 through June 30, 2018, contingent upon Board's adoption of FY 2017/2018 Budget, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is coming before your Board late, as during the routing of the contract to the vendor for signature, the original mailed document was not received and this was not realized by either the vendor or the department. Philips Lifeline provides Emergency Response Monitoring System services to twenty (20) seniors at a reduced rate through this contract. This service provides a valuable safety net to our elderly population, who are often at risk of injury or illness that require emergency response. This valuable service allows seniors, identified as low-income and high risk for falls, to remain home with a sense of safety, knowing that they have ready access to help should they fall or become ill.

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

ALTERNATIVES:

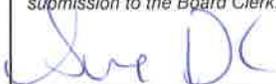
Your Board could opt not to approve the Contract with Philips Lifeline, which would result in the seniors potentially having their current services disrupted and unavailable for those who are unable to afford it.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% County General Funds. This contract is budgeted in the IC-GOLD Budget (056100) in Professional Services (5265)

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>9/20/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>9/20/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>9/14/17</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 9/26/17

AGREEMENT BETWEEN COUNTY OF INYO
AND Lifeline Systems Company
FOR THE PROVISION OF Emergency Response Monitoring SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Emergency Response Monitoring services of Lifeline Systems Company of Framington, MA (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 Keri Oney, whose title is: HHS Deputy Director, Aging & Social Services. 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, 2017 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 \$6,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Health and Human Services	Department
162 J Grove Street	Street
Bishop, CA 93514	City and State

Contractor:	
Lifeline Systems Company	Name
111 Lawrence Street	Street
Framington, MA 01702	City and State

25. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO

AND Lifeline System Company
FOR THE PROVISION OF Emergency Response Monitoring **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____

Signature

Dated: _____

Stephen Weir
Print or Type Name

Dated: 8/2/2017

APPROVED AS TO FORM AND LEGALITY:

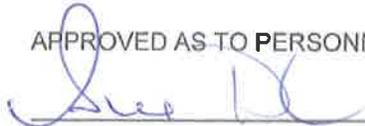
County Counsel



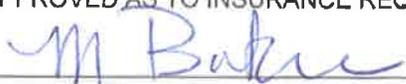
APPROVED AS TO ACCOUNTING FORM:



APPROVED AS TO PERSONNEL REQUIREMENTS:



APPROVED AS TO INSURANCE REQUIREMENTS:



ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
Lifeline Systems Company

AND _____
Emergency Response Monitoring
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: 7/01/2017 **TO:** 6/30/2018

SCOPE OF WORK:

Contractor agrees to provide Eastern Sierra Area Agency on Aging (ESAAA) with emergency response monitoring services for up to thirty (30) frail individuals in need of said services as determined by ESAAA. Emergency monitoring services include the installation of Care Partner 68000, or 9500* unit, continuous monitoring of individual units and telephone response to client sending unit signal within two (2) minutes. Contractor will obtain and maintain individual client data in database and respond to emergencies as specified in client records and company policies, incorporated herein by reference.

*The Care Partner 9500 offers an option to provide reminders to clients and an option to monitor whether those reminders were acted upon. Rates for these additional services are specified in Attachment B. Contractor agrees to keep all clients information confidential and will only share that information as allowed by applicable state and federal laws. Care Partner 9500 units will be available for existing Care Partners 9500 clients. No new clients will be added beyond contracted thirty (30).

Contractor will provide activity and services requested reports to ESAAA on a monthly basis.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
Lifeline Systems Company

AND _____
Emergency Response Monitoring

FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: 7/01/2017 **TO:** 6/30/2018

SCHEDULE OF FEES:

Contractor will monitor up to thirty (30) units at the rates specified below, in an amount not to exceed \$6,000.00 for the period of July 1, 2017 to June 30, 2018. An installation fee of \$25.00 will be charged for the installation of new units. New units will remain the property of the Contractor and the monthly fees include all lease or rental charges.

Lifeline Care Partner, 6800 = \$20.00/month

Care Partner, 9500 (with reminder monitoring) = \$20.00/month**

Contractor must be able to document that funds granted under this agreement were spent in accordance with applicable laws, regulations and conditions cited in Inyo County's Health and Human Services contract with the California Department of Aging, which are incorporated herein by reference.

**For existing Care Partner, 9500 clients only (as indicated in Attachment A)

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Lifeline Systems Company
FOR THE PROVISION OF Emergency Systems Monitoring **SERVICES**

TERM:

FROM: 7/01/2017

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.



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 11, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,

LIFELINE SYSTEMS COMPANY

is a domestic corporation organized on **January 01, 2007** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 17010183940

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

LIFELINE SYSTEMS COMPANY

SECRETARY'S CERTIFICATE

I, Joseph E. Innamorati, Secretary of Lifeline Systems Company (the "Corporation"), do hereby certify that the following is a complete and correct copy of the resolution duly adopted by the unanimous written consent of the Board of Directors of the Corporation as of May 12, 2017. Such resolution has not been amended or modified and is in full force and effect:

SIGNATURE AUTHORITY - GENERAL

RESOLVED, that effective May 1, 2017, Stephen Weir, during his tenure, be empowered to conduct and maintain the Lifeline Systems Company business in the USA and may bind this Corporation in accordance with the internal limits of authority recorded in this Corporation's Authority files, subject to Royal Philips internal mandatory rules as may be applicable.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 16th day of May, 2017.

Signature: 
Name: Joseph E. Innamorati
Title: Secretary

Lifeline Systems Company
Directors/Officers Report
(As of 02/10/17)

Directors

James Mark Mattern II

Director

Effective Date: 1/15/2015
Birth Date: 04/08/1956

SSN 479-78-7431
Home Address: 44 West Newton St., Unit 1
Boston MA 02118-3813

Joseph E. Innamorati

Director

Effective Date: 1/2/2007
Birth Date: 1/14/1956

SSN 145-56-6593
Home Address: 8 Charcoal Hill Common
Westport, CT 06880-1630

Officers

James Mark Mattern II

President

Effective Date: 1/15/2015
Birth Date: 04/08/1956

SSN 479-78-7431
Home Address: 44 West Newton St., Unit 1
Boston MA 02118-3813

Joseph E. Innamorati

Senior Vice President and Secretary

Effective Date: 1/2/2007
Birth Date: 1/14/1956

SSN 145-56-6593
Home Address: 8 Charcoal Hill Common
Westport, CT 06880-1630

Richard Ripley Martin

Senior Vice President and General Manager

Effective Date: 02/01/2017
Birth Date: 07/03/1979

SSN 017 60 4490
Home Address: 15 Barker Road,
Acton MA 01720



Philips Lifeline
111 Lawrence Street
Framingham, MA 01702-8156
www.lifelinesystems.com

PHILIPS
Lifeline



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Donation of Inyo County Vehicle

DEPARTMENTAL RECOMMENDATION:

Request that your Board donate a surplus 2010 Ford F250, asset number 8832, to the Lone Pine Community Services District (4/5's vote required)

SUMMARY DISCUSSION:

The Lone Pine Community Services District provides sewer service for the people of Lone Pine. Recently the District made some operational changes requiring the organization to acquire a pickup truck. The vehicle will be used in and about the community of Lone Pine. Vehicle purchases are often difficult for small districts which depend upon a small rate base to fund services.

On July 18, 2017 your Board declared several Inyo County vehicles as surplus including one (1) 2010 Ford F250, asset number 8832. Although the vehicle has over 170,000 miles, given the limited use projected by the District, it could fill an important need for the CSD. Therefore, upon learning about the possible availability of this vehicle, the Community Services District requested that the truck be donated to the organization. Government Code § 25365 authorizes your Board, by 4/5's vote, to donate personal property to special districts.

Normally, surplus vehicles are sold through an auction process. The funds received are retained by the motor pool internal service fund.

This action has been advertised as required by Government Code Section 25365.

ALTERNATIVES:

The vehicle has been surplus by the County and is scheduled to be sold. It is difficult to estimate the amount the vehicle will sell for, but probably not for more than a few hundred dollars. Your Board could choose not to donate the vehicle and sell it with the other surplus vehicles.

OTHER AGENCY INVOLVEMENT:

Lone Pine Community Services District

FINANCING:

Inyo County Motor Pool would receive the proceeds if the vehicle were sold at auction. If the vehicle is donated those funds will not be available for County use.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>8/25/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: 8/25/17

— Lone Pine Community Services District —

July 18, 2017

Supervisor Kingsley
P.O. Box 110
Lone Pine, CA 93545

Dear Mr. Kingsley,

The Lone Pine Community Services District is in need of a truck for our sewer plant. I understand that a 2010 F250 will be listed on Inyo County's upcoming Surplus Sale. The LPCSD respectfully request the consideration of the Inyo County Board of Supervisors in donating this vehicle to our non-profit organization.

Thank you for your consideration,



Emma Bills, District Secretary
(760) 920-1113



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: County Administrator / Public Works Director

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Mammoth Inyo Airport Working Group

DEPARTMENTAL RECOMMENDATION:

Request your Board review and discuss agenda items for the Mammoth Inyo Airport Working Group meeting scheduled for 9 a.m. on Friday, October 13, 2017 in Mammoth Lakes, including a proposed Framework for a Cooperation Agreement For Flexibility in the Provision of Reliable and Expanded Commercial Air Service.

SUMMARY DISCUSSION:

The next Mammoth Inyo Airport Working Group (MIAWG) meeting is scheduled for 9 a.m. on Friday, October 13, 2017, in Mammoth Lakes in the Town/County Conference Room. The agenda for the meeting is currently being developed by Town of Mammoth Lakes staff and, if available, will be presented at today's meeting.

At the last MIAWG meeting, held on June 30th in Mammoth Lakes, Inyo County staff suggested that many of the concerns and issues being discussed by MIAWG representatives might be addressed through some form of memorandum of understanding between interested parties and agreed to bring an outline for such an agreement to the next meeting.

County staff has developed the attached Framework for a Cooperation Agreement For Flexibility in the Provision of Reliable and Expanded Commercial Air Service for review and discussion by your Board and the MIAWG. Previous iterations of the framework have been shared and discussed with Town of Mammoth Lakes staff and the town's air services partners.¹

¹ The draft Framework for a Cooperation Agreement For Flexibility in the Provision of Reliable and Expanded Commercial Air Service being presented today represents Inyo County staff's proposal. Comments received from TOML staff on a previous iteration of the framework stressed the need to defer commitments pending further "review," "study," and agreements to "investigate." With regard to Section 1c of the framework as it relates to the option of providing funding to accelerate development of the Bishop Airport, it was noted that, "This is to be a long range discussion, whereby we would investigate the feasibility and cost/benefit of providing funding financial assistance. We might be able to agree to investigate its feasibility, but not to commit to any funds at this time." As presented, the framework attempts to address these concerns about "timing" by creating a non-binding agreement that sets parameters for moving ahead only when the path forward makes sense for the stakeholders; it is not a coercive or binding proposition. Also, the preparation of, and FAA comment on the Draft Part 139 Compliance Manual the County is having prepared for the Bishop Airport, and the five to 10 year Strategic Plan that Mammoth Lakes Tourism is undertaking for the Mammoth Yosemite Airport may readily address many of these cost/benefit and feasibility issues.

The proposed framework envisions a non-binding agreement that sets forth parameters for Inyo County and Town of Mammoth Lakes (and possibly-interested stakeholders such as Mammoth Mountain Ski Area) to move forward in a cooperative manner to accelerate development of the Bishop Airport if and when it makes sense for each of the parties to do so. The framework also anticipates, and provides guidelines for the perceived needs of signatories, such as: (1) the ability for Mammoth's Air Services Group partners to utilize Bishop Airport for diverted or scheduled commercial flights; and (2) the need for Inyo County to have operations and maintenance cost increases, associated with maintaining Part 139 Certification, incrementally off-set unless or until commercial flights into the Bishop Airport generate sufficient revenue to funds these additional costs.

In addition to the discussion of the proposed framework, it is anticipated that the October 13th MIAWG meeting agenda will include the following items requested by the Mayor of the Town of Mammoth Lakes, John Wentworth:

- Initiation of effort needed to develop and document a 20 year vision for "Reliable Regional Air Service" to include all four local/regional agencies
- Reconciliation of all agencies' 3rd party consultant efforts
 - Town of Mammoth Lakes/MLT; Inyo County; etc
- Review of composition of the MIAWG as established by the ESCOG
- Review of utility of ESCOG JPA for potential utilization as part of MIAWG efforts
- Recommendations to ESCOG for Oct 20 meeting

These topics raise certain questions that your Board may want to discuss relative to Friday's MIAWG agenda, including:

The role your Board has delegated, or may be willing to delegate to the MIAWG and/or the Eastern Sierra Council of Governments for decisions relative to the Bishop Airport and its role in providing regional air service?

and

How decisions or recommendations emanating from the MIAWG or ESCOG relative to the Bishop Airport will be presented to, and analyzed for consideration by the Inyo County Board of Supervisors.

The idea of possibly forming what is now known as the MIAWG was discussed during a County staff presentation regarding the Bishop Airport, and concurred with by your Board on July 26, 2016, that the ESCOG form a sub-committee to "discuss what information is needed to do an honest assessment of regional air service." Following a discussion of regional air service at the July 29, 2016, ESCOG meeting, the ESCOG voted unanimously (5-0) to "have the Mammoth Town Council and Inyo Board of Supervisors form a committee." Board Chair Mark Tillemans and Supervisor Jeff Griffiths are your Board's representatives to the ESCOG and the MIAWG.

ALTERNATIVES:

The MIAWG agenda for Friday is still being formulated, and this item is being presented for Board discussion. It is anticipated that any recommendations or agreements developed through the MIAWG or ESCOG would need to be presented to your Board for consideration.

OTHER AGENCY INVOLVEMENT:

Town of Mammoth Lakes and Eastern Sierra Council of Governments

FINANCING:

The operation of and planning for the Bishop Airport is funded by a combination of Federal and State funding sources, and discretionary County money transferred from the General Fund to airport-related budgets. There is not cost associated with considering the MIAWG agenda. The potential cost of decisions or recommendations stemming from the MIAWG or ESCOG cannot be estimated at this time.

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:  Date: 10-05-2017
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

DEPARTMENT HEAD SIGNATURE:  Date: 10/5/17
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Framework for Cooperation Agreement
For
Flexibility in the Provision of Reliable and Expanded Commercial Air Service

I. Bishop Airport Commercial Service Readiness

- a. County of Inyo will fund and complete work necessary to identify minimum and long-term projects and costs associated with obtaining Part 139 Certification, including but not limited to preparation of a Draft Part 139 Airport Certification Manual (ACM).
- b. County of Inyo will, as its resources permit, proceed to fund and complete outstanding work, deemed necessary and on a schedule with advance FAA buy-in, to complete Part 139 certification.
- c. TOML and/or its Air Services Group partners may provide financial assistance, if it makes sense, for accelerating completion of Part 139 projects, including establishing a commercial passenger terminal at Bishop Airport. [cost: TBD]

II. Ongoing Maintenance and Improvements

- a. TOML and County of Inyo are responsible for maintaining respective Part 139 certification, and determining and funding airport improvements at respective airports.

III. Commercial Air Service Operations

- a. Current commercial air services continues at MMH
- b. Bishop Airport available as Weather Alternate to MMH per Section IV.
- c. County of Inyo and Owens Valley partners able to program commercial air service at Bishop Airport per Section IV.
- d. TOML and/or its Air Services Group partners able to program expanded commercial air service at Bishop Airport per Section IV.
- e. The County of Inyo, TOML, and its Air Services Group partners agree to cooperate and coordinate in the programming of commercial air service at Bishop Airport.

IV. Bishop Airport Operating Costs Associated with Commercial Readiness

- a. Establish baseline operating costs (e.g., personnel, TSA, fire, etc.) associated with Bishop Airport operating in a state of “commercial readiness” to serve as a Weather Alternate for current MMH commercial air service
 - i. Identify/agree on cash costs and/or opportunities to share or provide in-kind staff services
- b. Agree to Cost Sharing Based on commercial air service operations scenarios
 - i. Current commercial air services continues at MMH and Bishop Airport available as Weather Alternate to MMH [highest cost sharing ratio]: **TOML-ASG Partners ___% / County of Inyo-OV Partners ___%**

- ii. County of Inyo and Owens Valley program commercial air service at Bishop Airport
[modified cost sharing ratio]:
TOML-ASG Partners ___% / County of Inyo-OV Partners ___%
- iii. TOML and/or its Air Services Group partners program expanded commercial air service
at Bishop Airport [further modified cost sharing ratio]
TOML-ASG Partners ___% / County of Inyo-OV Partners ___%



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
18

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

FROM: County Counsel

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Pass and adopt an Inyo County Ordinance which amends Section 2.50.060 to add language that would allow the Board to appoint one alternate Board of Supervisors member to the Children and Families Commission.

RECOMMENDATION:

Request your Board pass and adopt (enact) an ordinance entitled "Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.50.060 of the Inyo County Code, Pertaining to the Membership of the Children and Families Commission." Provide any desired direction to staff.

SUMMARY DISCUSSION:

At your September 26th, 2017 meeting, the Board introduced and waived further reading of the proposed ordinance; thus, the ordinance may now be passed and adopted (enacted).

Specifically, the proposed ordinance would amend Section 2.50.060 of the County Code to allow the Board of Supervisors to appoint an alternate member for the Board member of the Children and Families Commission. The proposed amended Code section would read as follows:

Inyo County Code section 2.50.060. Membership.

The Commission shall consist of seven members, one member of the Board of Supervisors, *and one alternate member of the Board of Supervisors*, the health and human services department director or his/her designee, one designee of the health and human services director from persons listed at Health & Safety Code Section 130140(a)(1)(A)(i), and four members who represent any of the following categories:

- a) Recipients of project services included in the County strategic plan;
- b) Educators specializing in early childhood development;
- c) Representatives of a local child care resource or referral agency, or a local child care coordinating group;
- d) Representatives of a local organization for prevention or early intervention for families at risk;
- e) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- f) Representatives of local school districts; and Representatives of local medical, pediatric, or obstetric associations or societies.

ALTERNATIVES:

The Board could: 1) Revise the ordinance further and consider adoption of that further revised version at a future meeting; 2) Give other direction to staff; or 3) Take no action.

OTHER AGENCY INVOLVEMENT:

N/A.

FINANCING:
N/A.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/25/17</u>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

 Date: 9/25/17

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

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.50.060 OF THE INYO COUNTY CODE, PERTAINING TO THE MEMBERSHIP OF THE CHILDREN AND FAMILIES COMMISSION

WHEREAS, Section 2.50.060 of the Inyo County Code specifies the Commission shall consist of seven members; and

WHEREAS, the membership of the Commission currently consists of one member of the Board of Supervisors and six other members; and

WHEREAS, the Board wishes to amend Section 2.50.060 so that Board may appoint an alternate member for the one Board of Supervisor member;

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: Section 2.50.060 of the Inyo County Code is hereby amended in its entirety to read as follows:

“2.50.060 Membership.

The Commission shall consist of seven members. The membership shall consist of one member of the Board of Supervisors, and one alternate member of the Board of Supervisors, the health and human services department director or his/her designee, one designee of the health and human services director from persons listed at Health & Safety Code Section 130140 (a)(1)(A)(i), and four members who represent any of the following categories: (a) recipients of project services included in the county strategic plan; (b) educators specializing in early childhood development; (c) representatives of a local child care resource or referral agency, or a local child care coordinating group; (d) representatives of a local organization for prevention or early intervention for families at risk; (e) representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; (f) representatives of local school districts; and (g) representatives of local medical, pediatric, or obstetric associations or societies.”

SECTION II: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS __ DAY OF _____, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTEST:
Kevin Carunchio
Clerk of the Board**

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: **October 10, 2017**

SUBJECT: Amendment to Inyo County Documentary Transfer Tax Ordinance

DEPARTMENTAL RECOMMENDATION:

Request Board enact an ordinance titled "AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS AMENDING SECTIONS 3.24.020, 3.24.040, 3.24.050, 3.24.060, 3.24.080, 3.24.090, 3.24.100, 3.24.150, AND ADDING SECTION 3.24.180 TO THE INYO COUNTY CODE PERTAINING TO REAL PROPERTY TRANSFER TAX"

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

The current Inyo County Documentary Transfer Tax Ordinance was adopted in 1968 and allows for collecting of documentary transfer tax on each deed, instrument or writing by which any lands, tenements or other realty is sold. Since the original ordinance was adopted, the revenue and taxation code governing the collection of this tax has changed slightly.

The proposed amendments clarify the scope to which the tax applies but does not expand the scope of the tax. Further, amendments to the ordinance would remove obsolete provisions and recognize updated provisions of state law governing the collection of documentary transfer tax by local agencies.

Finally, the updated ordinance provides a cost recovery provision for disputed Documentary Transfer Tax collection actions.

ALTERNATIVES:

The Inyo County Board of Supervisors could choose not to adopt the new ordinance, which would not change the scope of the Document Transfer Tax collected by the County Recorder. However, not updating the ordinance could create some confusion regarding collection procedures and cost recovery for disputed Documentary Transfer Tax matters.

FINANCING:

There is no cost to Inyo County to adopt the amended ordinance.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved:  Date: 25/16/17
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: 8/21/2017 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:

8/21/17

ORDINANCE NO. ORD17- _____

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS
AMENDING SECTIONS 3.24.020, 3.24.040, 3.24.050, 3.24.060, 3.24.080,
3.24.090, 3.24.100, 3.24.150, AND ADDING SECTION 3.24.180
TO THE INYO COUNTY CODE PERTAINING TO REAL PROPERTY TRANSFER TAX**

WHEREAS, Inyo County Code Chapter 3.24 imposes an excise tax on the transfer of real property interests; and

WHEREAS, the Board desires to amend Chapter 3.24 to clarify for the public that the scope of its existing Real Property Transfer Tax applies to changes in control of companies owning realty directly or through subsidiaries; and

WHEREAS, Inyo County desires to amend Inyo County Code Chapter 3.24 to account for exemptions specified by state law and modifications to the provisions of relevant federal laws; and

WHEREAS, all provisions of this ordinance are declarative of existing law;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS as follows:

SECTION ONE: Section 3.24.020 of the Inyo County Code shall be amended to add the following language to the end of the section:

“For purposes of this section, the definition of “realty sold” includes, but is not limited to, a change in ownership as currently set forth in Part 0.5, commencing with Section 60 of Division 1 of the Revenue and Taxation Code, with special reference to Sections 64(c) and 64(d). For the purposes of this section “lien or encumbrances” means third-party liens or encumbrances that are not accounted for in the financing of the property transaction, but does not mean financing mechanisms for the property transfer, such as the purchaser assuming a mortgage or loan on the property held by the seller.”

SECTION ONE: Section 3.24.040 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.040 Exemptions – Debt instrument and deed in lieu of foreclosure

A. Any tax imposed pursuant to this part shall not apply to any instrument in writing given to secure a debt except to the extent any such instrument includes a transfer of a beneficial interest in the lands, tenements, or realty and/or is intended to result in a transfer or beneficial ownership in the lands, tenements, or realty.

B. Any tax imposed pursuant to this part shall not apply with respect to any deed, instrument, or writing transferred to a beneficiary or mortgagee, which is taken directly from the mortgagor or trustor

as a result of or in lieu of foreclosure; provided, that such tax shall apply to the extent that the consideration exceeds the unpaid debt, including accrued interest and cost of foreclosure. Consideration, unpaid debt amount and identification of grantee as beneficiary or mortgagee shall be noted on said deed, instrument or writing or stated in an affidavit or declaration under penalty of perjury for tax purposes.

SECTION TWO: Section 3.24.050 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.050 Exemptions – Governments and political subdivisions.

A. The United States or any agency or instrumentality thereof, any state or territory or political subdivision thereof, or the District of Columbia shall not be liable for any tax imposed pursuant to this chapter with respect to any deed, instrument or writing to which it is a party, but the tax may be collected by assessment from any other party liable therefor.

B. The tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument, or other writing by which realty is conveyed by the State of California, any political subdivision thereof, or agency or instrumentality of either thereof, pursuant to an agreement whereby the purchaser agrees to immediately re-convey the realty to the exempt agency.”

SECTION THREE: Section 3.24.060 of the Inyo County Code is amended so that the reference in subsection B to “subdivision (m) of Section 205” and the reference in subsection C to “subdivision (3) of Section 506” shall be replaced with “Section 101.”

SECTION FOUR: Section 3.24.060 of the Inyo County Code is amended to add subsection E as follows:

“E: The tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument or other writing by which the State of California, any political subdivision thereof, or agency or instrumentality of either thereof, conveys to a nonprofit corporation realty the acquisition, construction, or improvement of which was financed or refinanced by obligations issued by the nonprofit corporation on behalf of a governmental unit, within the meaning of Section 1.103-1(b) of Title 26 of the Code of Federal Regulations.”

SECTION FIVE: The heading of Section 3.24.080 of the Inyo County Code shall be amended in its entirety to read as follows: “Exemptions – Partnership interest and method of holding title transfers.”

SECTION SIX: The references to the year “1954” in subsections (A)(1) and (B)(2) of Section 3.24.080 of the Inyo County Code shall be amended to instead read “1986, as may be amended.”

SECTION SEVEN: Subsection D shall be added to Section 3.24.080 of the Inyo County Code to read as follows:

“D. No levy shall be imposed pursuant to this chapter by reason of any transfer between an individual or individuals and a legal entity or between legal entities that results solely in a change in

method of holding title to the realty and in which proportional ownership interests in realty, whether represented by stock, membership interest, partnership interest, co-tenancy interest, or otherwise directly or indirectly, remain the same immediately after the transfer.”

SECTION EIGHT: Section 3.24.090 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.090 Exemptions - Allocation between spouses.

The tax imposed pursuant to this chapter shall not apply to any deed, instrument or writing which transfers, divides or allocates community, quasi-community or quasi-marital property assets between spouses for purposes of effecting a division of the same, which is required by a judgment decreeing a dissolution or legal separation, by a judgment of nullity or by any other judgment or order rendered pursuant to the Family Code, or by a written agreement between the spouses, executed in contemplation of any such judgment or order, whether or not it is incorporated as part of any such judgment or order. In order to qualify for this exemption, the deed, instrument or writing shall include a written recital, signed by either spouse, stating that it is entitled to the exemption on this basis.”

SECTION NINE: Section 3.24.100 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.100 Credit

If the legislative body of any city in the county imposes a tax pursuant to and in conformance with Part 6.7 of Division 2 of the Revenue and Taxation Code equal to one-half the amount specified in Section 3.24.020, a credit shall be granted against the taxes due under this chapter in the amount of the city’s tax.”

SECTION TEN: Section 3.24.150 of the Inyo County Code shall be amended in its entirety to read as follows:

“3.24.150 Authority to require records.

The Recorder may rely on the declaration as to the amount of the tax due provided he/she has no reason to believe that the full amount of the tax due has not been paid. However, should the Recorder become aware of information indicating that the full amount of the tax due has not been paid, prior to or after the recording of the deed, instrument, or writing subject to the tax imposed by this chapter, the Recorder may, by notice served upon any person or entity liable therefor, require him/her/it to furnish a true copy of his/her/its records relevant to the amount of the consideration or value of the interest or property conveyed. The Recorder may also demand that the person(s) and/or entity(s) liable for the tax pay the full amount of tax due, and the Recorder may pursue said demand by any and all lawful means.”

SECTION TEN: Section 3.24.180 shall be added to the Inyo County Code and shall read as follows:

“3.24.180 Tax as a debt and recovery of costs.

A. The amount of any tax imposed by this chapter shall be deemed a debt owed to the County. Any person or entity owing the tax shall be liable in an action brought in the name of the County for the recovery of such debt. The provisions of this section shall not be deemed a limitation upon the right of the County to bring any other action including criminal, civil, and equitable actions, based upon the failure to pay the tax imposed by this chapter or the failure to comply with any of the provisions hereof.

B. The costs to the County for pursuing an action to recover any such tax subject to the credit set forth in Section 3.24.100 shall offset the amount of money distributed to the city after collection of the tax.”

SECTION ELEVEN: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Tillemans, Chair

Inyo County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL

AN ORDINANCE IMPOSING A DOCUMENTARY STAMP TAX ON EACH DEED, INSTRUMENT OR WRITING BY WHICH LAND, TENEMENTS OR REALTY SOLD WITHIN THE COUNTY OF INYO IS GRANTED, ASSIGNED, TRANSFERRED OR OTHERWISE CONVEYED TO OR VESTED IN THE PURCHASER OR PURCHASERS OR ANY OTHER PERSON OR PERSONS.

The Board of Supervisors of the County of Inyo do ordain as follows:

SECTION I. This Ordinance shall be known as the "Real Property Transfer Tax Ordinance of the County of Inyo." It is adopted pursuant to Part 6.7 (commencing with Section 11901) of Division 2 of the Revenue and Taxation Code.

SECTION II. There is hereby imposed on each deed, instrument or writing by which any lands, tenements, or other realty sold within the County of Inyo shall be granted, assigned, transferred, or otherwise conveyed to or vested in the purchaser or purchasers or any other person or persons by his or their direction when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining thereon at the time of sale) exceeds \$100.00, a tax at the rate of 55 cents for each \$500.00 or fractional part thereof.

SECTION III. The tax imposed by Section II shall be paid by any person who makes, signs, or issues any document or instrument subject to the tax, or for whose use or benefit the same is made, signed or issued.

SECTION IV. The tax imposed pursuant to this ordinance shall not apply to any instrument in writing given to secure a debt.

SECTION V. The United States or any agency or instrumentality thereof, any state or territory, or political subdivision thereof, or the District of Columbia shall not be liable for any tax imposed pursuant to this ordinance with respect to any deed, instrument or writing to which it is a party, but the tax may be collected by assessment from any other party liable therefor.

SECTION VI. The tax imposed pursuant to this ordinance shall not apply to the making, delivering or filing of conveyances to make effective any plan or reorganization or adjustment - -

- (a) Confirmed under the Federal Bankruptcy Act, as amended;
- (b) Approved in an equity receivership proceeding in a court involving a railroad corporation, as defined in subdivision (m) of Section 205 of Title 11 of the United States Code, as amended;
- (c) Approved in an equity receivership proceeding in a court involving a corporation, as defined in subdivision (3) of Section 506 of Title 11 of the United States Code as amended; or
- (d) Whereby a mere change in identity, form or place of organization is effected.

Subdivisions (a) to (d), inclusive, of this section shall only apply if the making, delivery or filing of instruments of transfer or conveyances occurs within five years from the date of such confirmation, approval or change.

SECTION VII. The tax imposed pursuant to this ordinance shall not apply to the making or delivery or conveyances to make effective any order of the securities and Exchange Commission, as defined in subdivision (a) of Section 1083 of the Internal Revenue Code of 1954; but only if - -

- (a) The order of the Securities and Exchange Commission in obedience to which conveyance is made recites that such conveyance is

necessary or appropriate to effectuate the provisions of Section 708 of Title 15 of the United States Code, relating to the Public Utility Holding Company Act of 1935;

- (b) Such order specifies the property which is ordered to be conveyed;
- (c) Such conveyance is made in obedience to such order.

SECTION VIII. (a) In the case of any realty held by a partnership, no tax shall be imposed pursuant to this ordinance by reason of any transfer of an interest in the partnership or otherwise, if - -

- (1) Such partnership (or other partnership) is considered a continuing partnership within the meaning of Section 708 of the Internal Revenue Code of 1954; and
 - (2) Such continuing partnership continues to hold the realty concerned.
- (b) If there is a termination of any partnership within the meaning of Section 708 of the Internal Revenue Code of 1954, for purposes of this ordinance, such partnership shall be treated as having executed an instrument whereby there was conveyed, for fair market value (exclusive of the value of any lien or encumbrance remaining thereon), all realty held by such partnership at the time of such termination.
- (c) Not more than one tax shall be imposed pursuant to this ordinance by reason of a termination described in subdivision (b) and any transfer pursuant thereto, with respect to the realty held by such partnership at the time of such termination.

SECTION IX. If the legislative body of any city in the county imposes a tax pursuant to Part 6.7 of Division 2 of the Revenue and Taxation Code equal to one-half the amount specified in Section 2 of this ordinance, a credit shall be granted against the taxes due under this ordinance in the amount of the city's tax.

SECTION X. The county recorder shall purchase from the State Board of Equalization adhesive stamps in suitable denominations to be affixed to the deeds, instruments, and writings subject to tax pursuant to this ordinance.

Any person may purchase adhesive stamps from the county recorder. The recorder shall deposit the proceeds from the sale of stamps in the county treasury within the time and in the manner prescribed by law.

The recorder shall repurchase any unused adhesive stamps sold by him pursuant to this ordinance. As used in this ordinance "adhesive stamps" means any indicia of the tax imposed pursuant to this ordinance which is authorized by law and furnished by the State Board of Equalization.

SECTION XI. The county recorder shall administer this ordinance and shall also administer any ordinance adopted by any city in the county pursuant to Part 6.7 (commencing with Section 11901) of Division 2 of the Revenue and Taxation Code imposing a tax for which a credit is allowed by this ordinance.

On or before the fifteenth day of the month the recorder shall report to the county auditor the amounts of taxes represented by stamps affixed to documents recorded during the preceding month pursuant to this ordinance and each such city ordinance. The Auditor shall allocate and distribute monthly said taxes as follows:

- (1) All monies which relate to transfers of real property located in the unincorporated territory of the county shall be allocated to the county.
- (2) All monies which relate to transfers of real property located in a city in the county which has imposed a tax pursuant to said Part 6.7 shall be allocated one-half to such city and one-half to the county.

- (3) All monies which relate to transfers of real property located in a city in the county which imposes a tax on transfers of real property not in conformity with said Part 6.7 shall be allocated to the county.
- (4) All monies which relate to transfers of real property in a city in the county which does not impose a tax on transfers of real property shall be allocated to the county.

SECTION XII. The recorder shall not record any deed, instrument or writing subject to the tax imposed by this ordinance unless the stamps described in Section X are affixed thereto having a face value equal to the total amount of the tax due under this ordinance. If the party submitting the document for recordation so requests, stamps having face value equal to the total amount of tax due under this ordinance may be deposited with the recorder and shall be affixed to the document by the recorder after the permanent record is made and before the original is returned as specified in Section 27321 of the Government Code.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document or in a separate document the amount of taxes due under this ordinance and the recorder may rely thereon.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document or in a separate document the amount of taxes due under this ordinance and the recorder may rely thereon.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document, or in a separate document, the location of the lands, tenements or other realty described in the document. If said lands, tenements or other realty are located within a city in

the county, the name of the city shall be set forth. If said lands, tenements or other realty are located in the unincorporated area of the county, that fact shall be set forth.

SECTION XIII. The recorder shall cancel the stamps affixed to any document by printing or stamping thereon the date of affixation or recordation.

SECTION XIV. Claims for refunds of taxes imposed pursuant to this ordinance shall be governed by the provisions of Chapter 5 (commencing with Section 5096) of Part 9 of Division 1 of the Revenue and Taxation Code.

SECTION XV. In the administration of this ordinance the recorder shall interpret its provisions consistently with those Documentary Stamp Tax Regulations adopted by the Internal Revenue Service of the United States Treasury Department which relate to the Tax on Conveyances and identified as Sections 47.4361-1, 47.4361-2 and 47.4362-1 of Part 47 of Title 26 of the Code of Federal Regulations, as the same existed on November 8, 1967, except that for the purposes of this ordinance, the determination of what constitutes "realty" shall be determined by the definition or scope of that term under state law.

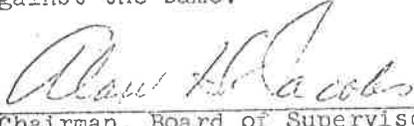
SECTION XVI. Whenever the county recorder has reason to believe that the full amount of tax due under this ordinance has not been paid, he may, by notice served upon any person liable therefor, require him to furnish a true copy of his records relevant to the amount of the consideration or value of the interest or property conveyed.

SECTION XVII. Any person or persons who makes, signs, issues or accepts or causes to be made, signed, issued or accepted and who submits or causes to be submitted for record-

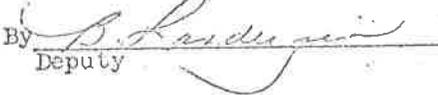
ation any deed, instrument or writing subject to the tax imposed by this ordinance and makes any material misrepresentation of fact for the purpose of avoiding all or any part of the tax imposed by this ordinance shall be guilty of a misdemeanor.

SECTION XVIII. No person or persons shall be liable criminally, for any unintentional error made in designating the location of the lands, tenements or other realty described in a document subject to the tax imposed by this ordinance.

SECTION XIX. This ordinance shall take effect and be in full force and effect from and after the 1st day of January, 1968, and prior to the expiration of fifteen (15) days after its passage, shall be published once in a newspaper of general circulation printed in the County of Inyo, State of California, together with the names of the members of the Board voting for and against the same.


Chairman, Board of Supervisors

ATTEST: DANIEL BROMLEY, CLERK

By 
Deputy



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 20
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11 a.m. Closed Session Informational

FROM: Inyo County Board of Supervisors

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Zone Reclassification No. 2017-02/Silcott

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

Enact an Ordinance entitled: An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2017-02/Silcott and amending the Zoning Map of the County of Inyo by rezoning an 8.92-acre Parcel located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop (APN 014-270-18) from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO.

SUMMARY DISCUSSION:

On October 3, 2017 the Inyo County Board of Supervisors approved General Plan Amendment No. 2017-02/Silcott and Zone Reclassification No. 2017-02/Silcott. The Board waived the first reading of the Ordinance for this project, scheduling its enactment for today's meeting.

Staff recommends enactment of the Ordinance rezoning the property from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Cost to process Zone Reclassifications is paid for by the applicant.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9/21/17

Attachments:

- 1.) Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2017-02/SILCOTT AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 8.92-ACRE PARCEL LOCATED BETWEEN SOUTH LAKE ROAD AND MT. TOM VIEW DRIVE, WEST OF THE COMMUNITY OF BISHOP (APN 014-270-18) FROM OPEN SPACE WITH A 40-ACRE MINIMUM (OS-40) AND OS-40 WITH A SNOW AVALANCHE HAZARD OVERLAY (SAHO) TO RURAL RESIDENTIAL WITH A 5-ACRE MINIMUM (RR-5.0) AND RR-5.0 SAHO; AND RURAL RESIDENTIAL WITH A 2.5-ACRE MINIMUM (RR-2.5) AND RR-2.5 SAHO.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Bobbie Jo and Dean Silcott applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO on a property located west of the community of Bishop (APN 014-270-18), as described in Section III of this Ordinance.
- (2) On August 23, 2017, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification Zone Reclassification No. 2017-02/Silcott, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance with Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO.
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.

- (4) Bobbie Jo and Dean Silcott applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Open Space and Recreation (OSR) and Natural Hazards (NH) to Residential Estate (RE); Residential Rural Medium Density (RRM) and NH to best match the requested zoning and current uses on the property.
- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning property to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO, as it best matches the current uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 8.92-acre site located between South Lake Road and Mt. Tom View Drive, west of the community of Bishop (APN 014-270-18) is changed from Open Space with a 40-acre minimum (OS-40) and OS-40 with a Snow Avalanche Hazard Overlay (SAHO) to Rural Residential with a 5-acre minimum (RR-5.0) and RR-5.0 SAHO; and Rural Residential with a 2.5-acre minimum (RR-2.5) and RR-2.5 SAHO.

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:
Kevin Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
21

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:00 a.m. Closed Session Informational

FROM: Probation Department

FOR THE BOARD MEETING OF: October 10, 2017

SUBJECT: Ordinance establishing fees for the Inyo County Probation Department

DEPARTMENTAL RECOMMENDATION: Request Board enact an ordinance entitled "AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REVISING INYO COUNTY PROBATION DEPARTMENT FEE SCHEDULE."

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Probation Department is requesting your Board approve an ordinance that establishes a fee schedule to be charged for services provided by the Probation Department. The ordinance will replace and supersede any prior fees that were enacted by ordinance by the Board of Supervisors. It has been approximately fifteen (15) years since the Board increased these fees. In accordance with the Penal Code, the Probation Department has met, consulted and discussed the proposed increase in fees with Inyo County Superior Court Presiding Judge Dean Stout and Judge Brian Lamb who are in agreement with the proposed fee increases listed in the attached ordinance.

In determining the fees, Penal Code Section 1203.1b authorizes the Probation Officer to "taking into account any amount a defendant is ordered to pay in fines, assessments, and restitution, shall make a determination of the ability to pay all or a portion of the reasonable cost of any probation supervision, or a conditional sentence, of conducting any pre-plea investigation and preparing any pre-plea report pursuant to Section 1203.7, of conducting any pre-sentence investigation and preparing any pre-sentence report made pursuant to Section 1203, and processing any jurisdictional transfer pursuant to Section 1203.9, or of processing a request for interstate compact supervision pursuant to Section 11175 or 11179, inclusive, whichever applies. The reasonable costs of these services and of probation supervision or conditional sentence shall not exceed the amount determined to be the average cost thereof."

Penal Code Section 1203.4 authorizes the Department to collect a maximum \$60.00 fee for all expungements the Department processes. This does *not* include Court referred expungements, but rather, expungements the Department initiates on behalf of a defendant.

Amended Penal Code Section 1203.45 and amended Welfare and Institutions Code Section 903.3 authorize the Department to charge those people who are 26 years of age or older, unless indigent, for the cost for any investigation related to the sealing and for the sealing of any **juvenile** court or arrest records.

This Department evaluated the cost to the County for performing the services at issue and the proposed fees listed in the attached ordinance are average or below the average charged by other Probation Departments. It is proposed by this Department that the fee schedule would be implemented effective December 1, 2017. Please note that on behalf of the Probation Department, Superior Court collects some of the fees listed, then distributes collected monies to Probation. The fees that Superior Court collects are Cost of Probation – Misdemeanor, Cost of Probation – Felony, and Cost of Mandatory Supervision. All other fees are or would be collected directly by the Probation Department.

The attached Ordinance authorizes and designates the increase in fees for Probation's services.

Attached for your information is a copy of the results of our analysis of the costs related to each proposed fee, titled "Proposed Fee Increase-Staff Involved/Activities Involved/Estimated Time Spent/Salaries".

ALTERNATIVES: Your Board could deny this request and Probation would continue to charge the current fees for their services.

OTHER AGENCY INVOLVEMENT: Superior Court Judges Stout and Lamb.

FINANCING: Monies collected are recognized in the Probation – General 023000 or Juvenile Institutions 023100 budgets in a variety of revenue object codes.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
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:  Date: 9/13/17
(Not to be signed until all approvals are received)

- Attachments: 1. Ordinance
2. Proposed Fee Increase-Staff Involved/Activities Involved/Estimated Time Spent/Salaries

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY PROBATION DEPARTMENT FEE SCHEDULE**

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Inyo County currently charges fees for probation services. The intent of this ordinance is to adjust those fees in accordance with the reasonable cost of performing the services at issue. The attached ordinance would supersede any prior Probation Department fees that were adopted by the Inyo County Board of Supervisors.

Section II: PURPOSE

The purpose of this ordinance is to set a fee schedule to recover the costs of providing Probation services to the Defendant and County.

Section III: AUTHORITY

Section 1203.1 of the California Penal Code provides that "in any case in which a defendant is convicted of an offense and is the subject of any preplea or presentence investigation and report, whether or not probation supervision is ordered by the court, and in any case in which a defendant is granted probation or given a conditional sentence, the probation officer, or his or her authorized representative, taking into account any amount that the defendant is ordered to pay in fines, assessments, and restitution, shall make a determination of the ability of the defendant to pay all or a portion of the reasonable cost of any probation supervision or a conditional sentence, of conducting any preplea investigation and preparing any preplea report pursuant to Section 1203.7, of conducting any presentence investigation and preparing any presentence report made pursuant to Section 1203, and of processing a jurisdictional transfer pursuant to Section 1203.9 or of processing a request for interstate compact supervision pursuant to Sections 11175 to 11179, inclusive, whichever applies."

Section 1203.1 of the California Penal Code provides that "the reasonable costs of these services and of probation supervision or conditional sentence shall not exceed the amount determined to be the average cost thereof."

Section 1203.1 of the California Penal Code provides that "sums paid by a defendant pursuant to this section shall be allocated for the operating expenses of the county probation department."

Pursuant to Section 1203.1 of the California Penal Code, in order to change or add fees, the schedule must be first approved by the Presiding Judge. The proposed Fee Schedule to increase fees for Probation's services has been reviewed, discussed and approved by the Inyo County Superior Court Presiding Judge Dean Stout and by Inyo County Superior Court Judge Brian Lamb.

Pursuant to amended Penal Code Section 1203.45 "a person who is 26 years or older and petitions for an order sealing a record under this section may be required to...reimburse the county for the actual cost of services rendered, whether or not the petition is granted and the records are sealed or expunged, at a rate to be determined by the county board of supervisors...".

Pursuant to amended Welfare and Institutions Code Section 903.3(a) "a person who is 26 years of age or older shall, unless indigent, be liable for the cost to the county and court for any investigation related to the sealing and for the sealing of any juvenile court or arrest records pursuant to Section 791 pertaining to that person."

Section IV: FEES

The County of Inyo Probation serve fees are hereby established as follows:

Item	Current Fee	Proposed Fee
Cost of probation-misdemeanor [PC 1203.1b(a)]	\$20.00/month @ 24 months	\$40.00/month @ each month of supervision
Cost of probation-felony [PC 1203.1b(a)]	\$20.00/month @ 24 months	\$50.00/month @ each month of supervision
Cost of Mandatory Supervision [PC 1203.1b(a)]	No current fee	\$50.00/month
Pre-Sentence Report Felony [PC 1203.1b(a)]	\$200.00	\$300.00
Pre-Sentence Report Misdemeanor [PC 1203.1b(a)]	\$100.00	\$200.00
Drug Test Fees (PC 1203.1ab)	\$60.00/year	\$100.00/year
Positive Drug Test [PC 1203.1b(a)]	\$50.00-per test	\$50.00-per test (no change)
Interstate Compact [PC 1203.1b(a)]	No current fee	\$100.00
PC 1203.9 Transfer [PC 1203.1b(a)]	No current fee	\$100.00
PC 1203.4 Expungement [PC 1203.4(d)]	No current fee	\$60.00
Adult Community Service [PC 1203.1b(a)]	No current fee	0-100 hrs.: \$50.00 101-300 hrs.: \$100 301+ hrs.: \$150
Juvenile Record Seal (PC 1203.45 and WIC 903.3)	\$60.00 for All Record Seal Requests	\$60.00 for those 26 years of age and older only

Section V: APPLICATION TO DEFINED SERVICES ONLY

This Ordinance shall apply only to the Services expressly designated and defined herein, and not to any other services and associated rates, fees, or charges which the County of Inyo is authorized to charge or collect pursuant to other applicable law.

Section VI: THIS COUNTY ORDINANCE SUPERSEDES ALL OTHER PROBATION DEPARTMENT FEE SCHEDULES

On the effective date of this Ordinance, all other adopted Probation service fees will be superseded.

Section VII: ADJUSTMENT OF FEES BY RESOLUTION

The Board of Supervisors may adjust the fees set forth in this Ordinance by Resolution, as otherwise permitted by law.

Section VIII: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

Passed, approved, and adopted this _____ day of _____, 2017, by the following vote of said Board:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson of the Board of Supervisors
Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk to the Board of Supervisors

By: _____
Darcy Ellis, Assistant Clerk of the Board

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

FEE	STAFF INVOLVED	ACTIVITIES	TIME-HOURS	RATE W/BENEFITS*	CURRENT FEE	PROPOSED INCREASE
Cost of probation misdemeanor	DPO 1, 2, 3	Risk based supervision, including weekly/bi-weekly or monthly check-in; case management, including monitoring program compliance, providing program review documentation to court; drug/alcohol testing; arrest and apprehension of clients in violation; probation searches; cognitive/behavioral based interventions. Appearing in court on cases. Cases normally under supervision for 36 months.	Estimate: 26 hours per case over 36 months.	\$51.55 (\$1340.30)	\$20.00/month @ 24 months. (\$480.00)	\$40.00/month @ each month of supervision
	Legal Sec. 2	Preparation of legal documents, including Probation Violation Complaints; entry of client information into case management system.	Estimate: 2 hours	\$44.50 (\$89.00)		
	Rehab. Specialist	Conducting drug testing; providing custodial transports	6 hours	\$48.40 (\$290.40)		
Cost of probation felony	DPO 1, 2, 3	Risk based supervision, including weekly/bi-weekly or monthly check-in; case management, including monitoring program compliance, providing program review documentation to court; drug/alcohol testing; arrest and apprehension of clients in violation; probation searches; cognitive/behavioral based interventions. Appearing in court on cases. Complete Offender Needs Assessment	Estimate: 65 hours per case over 60 months	\$51.55 (\$3350.75)	\$20.00/month @ 36months (\$720.00)	\$50.00/month @ each month of supervision
	Legal Sec. 2	Cases normally under supervision for 60 months. Entry of case information into case management system. Preparation of legal documents such as Probation Violation Complaints.	Estimate: 4 hours	\$44.50 (\$178.00)		
	Rehab. Specialist	Conducting drug testing; Provide custodial transports; assist DPO in case management. Provide cognitive/behavioral based interventions.	Estimate: 40 hours	\$48.40 (\$1936.00)		

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

Cost of Supervision	DPO 1, 2, 3	Risk based supervision, including weekly/bi-weekly or monthly check-in; case management, including monitoring program compliance, providing program review documentation to court; drug/alcohol testing; arrest and apprehension of clients in violation; probation searches; cognitive/behavioral based interventions. Appearing in court on cases. Complete Offender Needs Assessment	Estimate: 26 hours	\$51.55 (\$1340.00)	No current fee	\$50.00/month (Average 24 months supervision = \$1200.00)
Mandatory Supervision	Legal Sec. 2	Entry of case information into case management system. Preparation of legal documents such as Probation Violation Complaints.	Estimate: 4 hours	\$44.50 (\$178.00)		
	Rehab. Specialist	Conducting drug testing; Provide custodial transports; assist DPO in case management. Provide cognitive/behavioral based interventions.	Estimate: 30 hours	\$48.40 (\$1452.00)		
Presentence Report Felony	DPO 1, 2, 3	Run criminal history; Complete static risk assessment; interview client; contact victim; Do legal analysis and apply sentencing laws/rules; Complete recommended supervision conditions; Complete pre-sentence report.	Estimate: 8 hours	\$51.55 (\$412.40)	\$200.00	\$300.00
	Legal Sec. 2	Process court referral; Complete proof reading of report; Copy and file report	Estimate: 2 hours	\$44.50 (\$89.00)		
Presentence Report Misdemeanor	DPO 1, 2, 3	Run criminal history; Complete static risk assessment; prepare recommended supervision conditions; complete pre-sentence report.	Estimate: 2 hours	\$51.55 (\$103.10)	\$100.00	\$200.00
	Legal Sec. 2	Process court referral; complete proof reading; copy and file report	Estimate: 2 hours	\$44.50 (\$89.00)		

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

Positive Drug Test Fee	DPO 1, 2, 3	Evaluate violation and take appropriate action, which may include completing arrest/incident report; court appearances; applying appropriate alternative sanction; referral for services	Estimate: 2 hours	\$51.55 (\$103.10)	\$50.00	\$50.00
	Legal Sec. 2	Complete, copy and file Probation Violation Complaint	1 hour	\$44.50 (\$44.50)		
Drug Test Fees	DPO 1, 2, 3	Open account in Redwood Toxicology system; Conduct drug/alcohol test on clients; Enter test results in Redwood system and case management system. NOTE: This estimate does not include cost of materials, including UA supplies, Redwood Tox fees.	Estimate: 43 hours annual	\$51.55 (\$2217.00)	\$60.00 annually per case	\$100.00 annually per case
	Rehab Specialist	Conduct drug/alcohol tests on clients; Enter test results in Redwood Tox system.	Estimate: 43 hours annual	\$48.40 (\$2081.20)		
Interstate Compact Fee	DPO 1, 2, 3	Process referral documents from Interstate Compact for incoming transfers; Process documents for outgoing Interstate cases; Residence verification for incoming cases.	Estimate: 2 hour per case	\$51.55 (\$103.10)	No current fee	\$100.00 one time fee per case
	Legal Sec. 2	Assist with processing of incoming and outgoing Interstate transfer cases; Entry of information into case management system; creation of case file	Estimate: 1 hour per	\$44.50 (\$44.50)		
Adult Community Service Fee	Probation Assistant	Process adult community service applications; refer clients to community service projects/providers; provide documentation to court, Probation Officers regarding compliance and failure.	Estimate: 3 hours per case.	\$41.27 (\$123.81)	No current fee	*0-100 hrs.: \$50 *101-300 hrs.: \$100 *301+ hrs.: \$150
EMP Application Fee	DPO 1, 2, 3	Review EMP application; Run client criminal history; initial program amenability interview; initial residence check; notification to jail of program acceptance; installation of devices on clients	Estimate: 3 hour application process	\$51.55 (\$154.65)	\$25.00	\$50.00

PROPOSED FEE INCREASE-STAFF INVOLVED/ACTIVITIES INVOLVED/ESTIMATED TIME SPENT/SALARIES

PC 1203.4 Expungement fee	DPO 1, 2, 3	Run criminal history; Analysis to determine eligibility; write court report/recommendation for denial or granting petition; appear in court	Estimate: 2 hours	\$51.55 (\$103.10)	No current fee	\$60.00 one time fee
	Legal Sec. 2	Proof reports; copy and file reports; case management system entries	Estimate: 1 hour	\$44.50 (\$44.50)		
PC 1203.9 Transfer fee	DPO 1, 2, 3	Completion of Judicial Council forms for transfer; Appear in court on transfer case	Estimate: 1 hour	\$51.55 (\$51.55))	No current fee	\$100.00 one time fee
	Legal Sec. 2	Preparation of documents for court filing; proofing documents; case management system entries	Estimate: 1 hour	\$44.50 (\$44.50)		

*Rates based on DPO 2, E step salary and benefits



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

22

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **October 10, 2017**

SUBJECT: Ordinance to increase dog licensing, animal impound fees and adoption fees.

DEPARTMENTAL RECOMMENDATION:

Request the Board enact the ordinance entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California", Amending Section 8.28.040 of the Inyo County Code to increase certain Animal Services related fees.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The purpose of this ordinance is to allow the County of recoup a larger part of its costs for providing dog licensing clinics, processing of stray animals and the adoption of dogs and cats, then is currently allowed by fees that were established in 2004. Specifically, it revised the existing schedule of fees charged by Animal Services for performing these services, so that those fees will be equal, to the degree practical, to the actual cost of providing these services. See attached expenditures for licensing clinics and animal impounds.

Approximately, 2500 dog licenses are sold annually with an estimated 450 being sold to multi-dog households. The proposed license fee increase would generate an estimated \$17,590 in increased revenue. Annually about 520 stray animals are impounded, with approximately 170 returned to their owners with fees collected and by including additional fees for subsequent returns, this increase would generate an estimated \$1700 in increased revenue.

Section 30520 of the California Food and Agricultural Code requires all pets adopted from the county animal shelter be spayed or neutered. In lieu of sterilizing animals before adoption, the county can enter into a written spay/neuter agreement with the adopter and collect a refundable sterilization deposit of between \$40 and \$75. On July 8, 1997, Inyo County adopted a \$40 spay/neuter deposit. Since 1997, spay/neuter surgery costs have risen by an estimated 40%, with the County still collecting the \$40 spay/neuter deposit. The proposed fee increase would generate an estimated \$11,125 in increased revenue for the Spay/Neuter Trust and an additional \$3000 for the Animal Services budget.

This Ordinance also adds the provision of a mandatory spay/neuter of animals that have been impounded numerous times. Stray animals are public safety hazards and unaltered animals are more likely to stray. Stray animals can bite or attack people or other animals, cause traffic accidents, spread disease, damage property and harm the quality of life for residents in a community. During the 2016/2017 fiscal year 316 stray dogs were impounded by this department requiring some of them to be euthanized. Requiring the mandatory spay/neutering of animals that are impounded (3) three times will help alleviate animal overpopulation and public safety issues.

ALTERNATIVES:

Your Board could choose not to raise Animal Services fees at this time, or choose to adopt a lesser fee schedule.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

No General Fund expenditures are required by this change.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date 10/07/2017
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date 9/11/2017
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 9-13-17

ORDINANCE NO. 1213

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS
AMENDING SECTION 8.28.040 TO THE INYO COUNTY CODE
PERTAINING TO ANIMAL CONTROL SHELTER FEES**

WHEREAS, Inyo County Code Chapter 8.28 establishes fees for services provided by its Animal Control Shelter; and

WHEREAS, the current fee schedule does not cover the actual costs to the County for providing the services; and

WHEREAS, Inyo County desires to amend Inyo County Code Chapter 8.28 to establish new fees to cover, to the extent reasonable, the actual cost of providing services; and

WHEREAS, Inyo County is unable to meet its goal of a “no-kill” shelter due to the excessive numbers of impounded stray animals for which the owner does not claim the animal and an adoptive home is not available; and

WHEREAS, Inyo County desires to amend Inyo County Code Chapter 8.28 to establish a mandatory spay/neuter law for animals that are repeatedly impounded in order to mitigate the threats to public safety and resources posed by those unaltered stray animals.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS as follows:

SECTION ONE: Section 8.28.020 of the Inyo County Code shall be amended to read as follows:

“Section 8.28.020 Purpose

The purpose of this chapter is to establish procedures to govern the adoption of animals from the Inyo County animal control shelter, to establish fees and fines for the adoption of animals from, and the impounding of animals in, the Inyo County animal control shelter, to implement state law regarding spay/neuter deposits for dogs and cats adopted from a public pound, to reduce the number of stray animals, to lessen the burden on County resources, and to protect the health and safety of our communities.”

SECTION TWO: Section 8.28.040 of the Inyo County Code shall be amended in its entirety to read as follows:

“A. There is established the following schedule of fees to be charged and paid for the various animal control services performed, and permits issued by, the animal control division of the Inyo County sheriff’s department. The schedule shall be known as the “Animal Control Services and Permits Fee Schedule” and shall be administered in accordance with this chapter, other relevant provisions of the Inyo County code, and state law.

Services	Fees
1. Adoption fee to be paid by anyone who adopts an altered animal from the shelter.	\$40 per animal
2. Impound fees to be paid by anyone whose animal is released from impound at the shelter	\$50 per initial day of impoundment of animal; \$10 for each additional day, or portion thereof, animal remains impounded
3. Dog license fee to be paid annually by anyone owning or possessing a dog four months of age or older in Inyo County, unless otherwise lawfully licensed	\$30 per dog if not spayed or neutered; \$15 per dog if spayed or neutered
4. Spay/neuter deposits	\$75 each adopted cat; \$75 each adopted dog

B. The owner of an animal that is impounded shall be fined fifty dollars (\$50) on the second occurrence, and one hundred dollars (\$100) for the third and each subsequent occurrence. These fines are in addition to any other fines and fees imposed by the County.

C. The owner of a nonspayed or unneutered animal that is impounded once shall be fined thirty-five dollars (\$35) on the first occurrence, fifty dollars (\$50) on the second occurrence, and one hundred dollars (\$100) for the third and each subsequent occurrence. These fines are in addition to any other fines and fees imposed by the County, including but not limited to those fines set forth in subsection B above.”

SECTION THREE: The Board of Supervisors may hereafter adjust the fines and fees set forth in this Ordinance by Resolution.

SECTION FOUR: Section 8.28.070 is added to the Inyo County Code and shall read as follows:

“8.28.070 Mandatory spaying, neutering of animal after multiple impoundments.

A. When an unaltered animal is impounded by Inyo County for a third (3rd) time, the owner or custodian may reclaim the unaltered animal after one of the following occurs:

1. The animal is spayed or neutered by a department approved veterinarian at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;
2. The owner or custodian may arrange for another department approved veterinarian to spay or neuter the animal, and shall pay to the department the cost to deliver the animal to the chosen

veterinarian. The cost to deliver the animal shall be based on the department's hourly rate established by the Auditor-Controller, billed in minimum one hour increments. The veterinarian shall complete and return to the department within ten days, a statement confirming that the animal has been spayed or neutered and shall release the animal to the owner or custodian only after the spay or neuter procedure is complete; or

3. At the discretion of the Sheriff, the animal may be released to the owner or custodian if he or she provides a spay/neuter deposit as set forth in Section 8.28.060, and signs a statement under penalty of perjury, representing that the animal will be spayed or neutered and that he or she will submit a statement within ten days, signed by the veterinarian, confirming that the animal has been spayed or neutered."

SECTION FIVE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Tillemans, Chair

Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio,
Clerk of the Board

Assistant Clerk of the Board



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 11 a.m. Closed Session Informational

FROM: Board Clerk / County Counsel

FOR THE BOARD MEETING: October 10, 2017

SUBJECT: Adoption of Ordinance repealing another Ordinance

DEPARTMENTAL RECOMMENDATION:

Request Board adopt an ordinance titled, "An Ordinance of Inyo County, State of California, Repealing Inyo County Ordinance No. 37 (1951)."

SUMMARY DISCUSSION:

As discussed at the October 3, 2017 Board of Supervisors meeting, this is a clean-up item following the County's recent adoption of a comprehensive wastewater treatment ordinance (Ordinance 1206). The ordinance previously utilized for that purpose (Ordinance 37) is redundant and no longer applicable and should have been repealed concurrently with the adoption of the code update. At the October 3 meeting, your Board introduced and waived the first reading of this ordinance, scheduling enactment for 11 a.m. October 10, 2017 in the Board of Supervisors Room at the County Administrative Center in Independence.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Environmental Health

FINANCING: N/A

APPROVALS	
BUDGET OFFICER: N/A	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date <u>10/04/2017</u>
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: 10/5/17

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

INYO COUNTY ORDINANCE NO. 1215

AN ORDINANCE OF INYO COUNTY, STATE OF CALIFORNIA,
REPEALING INYO COUNTY ORDINANCE NO. 37 (1951)

WHEREAS, the Board of Supervisors of the County of Inyo recently adopted a comprehensive ordinance for Onsite Wastewater Treatment Systems (Ordinance No. 1206) rendering Inyo County Ordinance No. 37 defunct;

The Board of Supervisors of the County of Inyo does ordain as follows:

Section 1. Inyo County Ordinance No. 37 is hereby repealed in its entirety.

Section 2. This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this 10th day of October, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Tillemans, Chair
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: _____
Assistant Clerk of the Board

#25



INYO COUNTY
FISH AND WILDLIFE COMMISSION
787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
BRUCE IVY
GARRETT MCMURTRIE
JOE PECSI

ALTERNATE MEMBER
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

October 2, 2017

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Gentlemen:

At their September 21, 2017 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors approve a \$2,500 expenditure from the FY 2017-2018 Fine Fund Budget to the Eastern Sierra Wildlife Care for the rehabilitation of injured and orphaned wildlife.

Attached are the Agenda for the September 21, 2017 meeting which includes the request and back-up documentation from Eastern Sierra Wildlife Care. Also included is the draft of the minutes of the meeting 9-21-07 meeting.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary



INYO COUNTY
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS
DOUGLAS BROWN
JOE PECSI
LARRY MCINTOSH
GARRETT MCMURTRIE
STEVE IVEY

ALTERNATE
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

AGENDA

September 21, 2017

2:30 p.m.

Conference Room at California Fish and Wildlife Offices
787 North Main Street, Suite 220, Bishop, California

1. **PLEDGE OF ALLEGIENCE**
2. **ROLL-CALL** – The Commission will take a roll-call of its members to ensure there is a quorum of the Commission to conduct business as required by the Ralph M. Brown Act.
3. **PUBLIC COMMENT** – Any member of the public may make comment to the Commission – No action is taken.
4. **FINANCIAL REPORT** – The Commission will receive an update on the Fish and Game Fine Fund balance.
5. **ACTION ITEM: MINUTE APPROVAL** – the Commission will consider approval of Minutes of the August 17, 2017 Commission Meeting.
6. **ACTION ITEM: EASTERN SIERRA WILDLIFE CARE** – request Commission consider recommending the Board of Supervisors approve a \$3,500 expenditure from the Fish and Game Fine Fund to the Eastern Sierra Wildlife Care for the rehabilitating injured and orphaned wildlife for FY 2017-2018.
7. **ACTION ITEM** – The Commission will consider requesting the Board of Supervisors authorize the Inyo Fish and Wildlife Commission to send correspondence to the County's legislative representatives taking a position on current legislation on which action may be pending that impacts fish and wildlife resources in Inyo County, and authorize the Chairperson to sign correspondence as appropriate. (*Legislation to be discussed will be identified at the meeting.*)
8. **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AND OTHER STATE AND FEDERAL AGENCIES REPORTS** – representative(s) of the California Department of Fish and Wildlife and other State and Federal Agencies will update the Commission on agencies activities and projects.
9. **COMMISSION MEMBER REPORTS** - No action to be taken with regard to reports from Commission Members.
10. **NEXT MEETING** – The Chairperson will consider confirming the date of October 19, 2017 for the next Commission Meeting.
11. **ADJOURNMENT.**

FISH AND WILDLIFE COMMISSION
MINUTES
August 17, 2017 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 2:30 p.m., on August 17, 2017, in the Conference Room at the California Department of Fish and Wildlife Office at 787 North Main Street, Suite 220, in Bishop, California as follows.

Call to Order: Joe Pecsí, Chairperson, called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Joe Pecsí, Chairperson, Doug Brown, John Fredrickson and Larry McIntosh. Commissioners Steve Ivey and Garrett McMurtrie were absent.

Public Comment: The Chairperson announced the public comment period. There was no public comment.

Financial Report: The Commission secretary, Ms. Gunsolley, provided the financial report on the Fish and Game Budget and Fish and Game Fine Fund. She reported that the fund balance is currently \$5,772.

Action Item - Approval of Minutes: Moved by Commissioner McIntosh and seconded by Commissioner Brown to approve the minutes of the July 20, 2017 Fish and Wildlife Commission Meeting, motion passed unanimously with Commissioner Fredrickson abstaining and Commissioners Ivey and McMurtrie absent.

Action Item – Change in Dove Season Regulations: The Commission heard from Mr. Duane Rossi who requested the Commission consider recommending the Board of Supervisors support a request to change the split Dove Season (September 1-15 and November 11-25, 2017) in the Eastern Sierra to have one longer season. Supervisor Rick Pucci explained that Mr. Rossi had first made his request to the Board of Supervisors who had redirected the request to the Commission for its recommendation. Mr. Rossi explained that since the split season was instituted many years ago, the Eastern Sierra has seen revenues generated from dove season hunting steadily and consistently decline. He said he believes the split season in Inyo County is limiting because of the early September cold weather that historically hits the area which causes the dove to migrate south to the warmer regions in other parts of the State. He said that later in the month and into October there are subsequent migrations of dove populations that arrive in the area. He asked the Commission to consider requesting that the dove hunting season in Inyo County and the region be changed back to one season to provide greater opportunities for dove hunting to help improve the fall economy in the area. Lt. Daily of the local Fish and Wildlife Office said that he thought the later season was developed because it was beneficial to the warmer areas in southern and western areas of the State. The Commission and Mr. Rossi discussed the request. Mr. Rossi expressed his thanks to the Commission for considering his request and the Chairperson requested Mr. Rossi, to memorialize his request, put his request in writing to the Commission. Moved by Doug Brown and seconded by Larry McIntosh to request permission to send a letter to the California Department of Fish and Wildlife Upland Game Specialist requesting special dove regulations in Inyo County and the Eastern Sierra that set one longer hunting season, and authorize the Chairperson of the Commission to sign correspondence as appropriate. Motion carried unanimously.

Action Item – Legislation: The Chairperson asked if there was any current legislation to be discussed. No discussion took place.

California Department of Fish and Wildlife Updates (DF&W) and other Agency Reports: The Chairperson asked for agency reports. Mr. Jim Erdman reminded everyone of the upcoming Friends of the Mount Whitney Fish Hatchery fund raiser BBQ that was happening on Saturday. He went on to report on high country fishing conditions. He reported on the frog project to reintroduce frogs in the Big Pine area. The Commission and Mr. Erdman continued to discuss fishing conditions and opportunities. Mr. Mike Morrison of the CA DF&W updated the Commission on current deer herd populations throughout the area, the impact of the severe winter on the deer populations, and the herd collaring project in the West Walker. Lt. Bill Daily reported on law enforcement activities throughout the area, including officer vacancies, upcoming archery deer hunting, and fishing regulation citations.

Commission Member Reports: The Chairperson called for Commission Member reports. Commissioner Pecsí briefly talked about the information he had forwarded concerning the habitat project in Cartego. Commissioner

Fredrickson reported that he had a customer who had caught a nice cutthroat at Crowley.

Next meeting: The Commission discussed the date for the September meeting, with the Chairperson informing the Commission that he would be unable to attend. Commissioner Brown, the Vice-Chairperson, indicated that he would be attending the meeting. The Chairperson confirmed September 21, 2017 as the date of the next Regular Commission Meeting.

Adjournment: Moved by Commissioner Brown and seconded by Commissioner McIntosh to adjourn the meeting at 4:20 p.m. Motion carried unanimously, with Commissioners Brown, McIntosh, Peksi, and Fredrickson voting yes, and with Commissioners McMurtrie and Ivy absent.

Eastern Sierra Wildlife Care

Post Office Box 368

Bishop, CA 93515-0368

760-872-1487

August 22, 2017

Joe Pesci, Chairman
Inyo County Fish and Wildlife Commission

Attached please find:

1. *Request for Funding from Fish and Wildlife Propagation Fund (current fiscal year 2017-2018)*
2. *Organizational Update 2016-17: Eastern Sierra Wildlife Care activities.*

Many thanks.



Cindy Kamler, Director

Eastern Sierra Wildlife Care

Post Office Box 368

Bishop, CA 93515-0368

760-872-1487

DATE: August 22, 2017

To: Inyo County Fish and Wildlife Commission
Inyo County Board of Supervisors

Dear Friends:

Since the inception of Eastern Sierra Wildlife Care, funding from the Fish and Wildlife Propagation Fund has enabled Eastern Sierra Wildlife Care to care for nearly 6,000 wild birds, mammals and reptiles—animals that the people of our community bring to us for help. We are grateful for your on-going support.

We are seeking approval of an allocation of funds to help Eastern Sierra Wildlife Care continue to fulfill our mission of rehabilitating injured, orphaned and sick wildlife; in particular, to help us meet some of the costs of direct animal care: food, care supplies, medicine and medical supplies, supplies for the maintenance of our facilities.

**EASTERN SIERRA WILDLIFE CARE REQUESTS
FUNDING FROM THE FISH AND WILDLIFE PROPAGATION FUND (“FINE FUND”)
IN THE AMOUNT OF
\$3,500.00
TO AID OUR WORK OF REHABILITATING INJURED AND ORPHANED WILDLIFE
FISCAL YEAR 2017-2018**

With gratitude and appreciation,



Cindy Kamler, Director

Eastern Sierra Wildlife Care

ORGANIZATIONAL UPDATE 2016-17

Eastern Sierra Wildlife Care is available 7 days a week, 365 days a year, to respond to calls for help. Emergency phone calls are fielded 12-16 hours each day. (When the Center is not staffed, on-call volunteers check for emergency calls after hours.)

ESWC continues to field calls coming from all parts of Inyo and Mono County: Death Valley, Olancho, Lone Pine, Independence, Bishop, Round Valley and Mustang Mesa, Sunnyslopes, Tom's Place, Crowley, Mammoth, Chalfant, Hammil, Benton, Lee Vining, Mono City, Bridgeport, Walker, and Coleville as well as remote areas of the county including the tablelands, resorts outside of Mammoth and June, and along Hwy.120 between Crowley and Benton.

REHABILITATION: The number of wild birds and mammals brought to Eastern Sierra Wildlife Care annually averages about 435 yearly, with a total of more than 6,000 since our inception.

Hands-on animal care is labor-intensive—requiring more than 25 work-hours each 12-hour-day at the center during the baby season; work hours drop during the “winter” season. Foster care (in-home), rescue, pickup and transport hours bring total animal care hours to more than 8,000 each year. Administrative duties, raising money to pay for food, medicine and housing, and our education and outreach programs require many more hours.

Admissions: In 2016, nearly 450 patients were admitted; 78 bird species (several were seen for the first time), 14 mammal species and 2 reptile species. Reasons for admission include: struck by vehicle, flying into windows, caught in barbed wire or fishing line, caught by cat or dog, fallen from nest, emaciation, poison (mostly rodenticide poisoning), hit by rocks or shot illegally, and electrocution (mostly raptors such as Eagles, Hawks and Owls).

Mammals included Chickarees, Golden Mantled and Belding ground squirrels, cottontails, skunk, foxes, fawns, Gray Fox, and coyote.

Birds included songbirds, hummingbirds, corvids, water birds, and raptors. Raptor species included Great Horned, Long-eared, Barn and Burrowing Owls; Red-tail, Red-shouldered, Cooper's, Swainson's Hawk; American Kestrels. We returned Great-horned and Long-eared Owls to their parents.

Volunteers: Our trained and committed volunteers rescue, pickup and transport our animal patients, provide direct animal care and help with education programs and fund-raising. They build new cages and repair and maintain the facilities. (Several volunteers have been with ESWC more than 17 years.) Forty volunteers and nearly 200 attendees made our 2016 Eleventh Annual "Wild Spirits" Fundraiser a tremendous success.

EDUCATION: Our educational outreach includes presentations, classes, mailings to community businesses, organizations and agencies, counseling people with wildlife problems, volunteer training, in-service training for staff, and much more.

Presentations: In 2016-17, we gave 28 presentations to schools, libraries, outdoor education centers, and the Bishop and Big Pine Paiute-Shoshone reservations. Our education programs reached 1,500 students through presentations to schools and community events: Benton School, the Bernasconi Outdoor Education program, The Banff Film Festival, Paiute-Shoshone Earth Day, Earth Day Bishop City Park, Bishop Elementary, Wild Spirits, and Alabama Hills Day.



Training Classes: Our annual new volunteer orientation and hands-on training for new animal care volunteers was well attended and we give advanced training classes for active animal care volunteers (as required by CDFW).

“Living with Wildlife” calls: 225 (Callers asking for advice on problems such as raccoons under their house, sick birds at their feeder, preventing birds hitting windows, etc.)

Community Service: ESWC responded to calls from Inyo and Mono County area agencies such as Inyo County Sheriff, Inyo County Animal Control, Bishop Police Department, USFS, Caltrans, SCE, LADWP. Other calls come from individuals (residents and visitors), resorts, pack stations, schools, Chambers of Commerce, parks, feed and pet stores, and veterinarians. An annual mailing provides them with information on rescue and rehabilitation and Federal and State law regarding wildlife.

We have developed excellent working relationships with these public agencies.

Outreach: We are focusing primarily on the issue of rodenticides and fishing line.

Internship Program: During our busy baby season (12 hours a day, seven days a week, from May to September), we offer internship opportunities to high school graduates and college students who want to work in a field related to their interests, obtain community service hours or, in some cases, scholarships. Some of our interns are older people who are seeking to change to an animal-related career. About 40% of our past interns are now working in animal-related fields or pursuing higher education in such fields.

OTHER:

Funding: As we all know, prices continue to rise increasing ESWC’s costs for rehabilitation and education efforts. We receive donations from hundreds of individuals—mostly locals or visitors who called on us for help— as well as local businesses and organizations, and foundations. Grants from, The Branson Foundation, Dave and Roma McCoy Foundation, Southern California Edison, Alta One, LADWP, The Donald M. Slager Sunset Foundation, The Strong Foundation—as well as Mono Fisheries Fish and Wildlife Propagation Fund—all help us meet our budget needs.

Other monies are generated by ESWC fundraising activities such as our annual Wild Spirits celebration at Mountain Light Gallery, our Fly-Away cans, direct mail campaign, and other activities.

Public Relations: Through newspapers, radio and television, our website, Facebook, and other social media, we spread the word about the work of ESWC, educate the public about the problems faced by wildlife, and promote appreciation of and respect for native wildlife and the environment.

Gray Fox



FISH AND WILDLIFE COMMISSION
MINUTES
September 21, 2017 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 2:30 p.m., on September 21, 2017, in the Conference Room at the California Department of Fish and Wildlife Office at 787 North Main Street, Suite 220, in Bishop, California as follows.

Call to Order: Doug Brown Vice-Chairperson acting as Chairperson, called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Larry McIntosh, Steve Ivy, Garrett McMurtrie and John Fredrickson who joined the meeting at 2:35 p.m. Commissioner Joe Pecsí was absent.

Public Comment: The Chairperson announced the public comment period. There was no public comment.

Financial Report: The Commission secretary, Ms. Gunsolley, provided the financial report on the Fish and Game Budget and Fish and Game Fine Fund. She reported on the Fine Fund 2017-2018 Budget and the current fund balance which remains at \$5,772, with all revenue since July 1, 2017 being reflected in the budget and not the fund balance.

Action Item – Eastern Sierra Wildlife Care: Cindy Kamlar of the Eastern Sierra Wildlife Care, provided additional information and further explanation for the Commission to consider recommending the Board of Supervisors approve a \$3,500 expenditure from the Fish and Game Fine Fund to the Eastern Sierra Wildlife Care for the rehabilitating injured and orphaned wildlife for FY 2017-2018. Ms. Kamlar provided a brief synopsis of her last 20 years heading the organization. She talked about how the programs have expanded into school and community education, as well as expanded care opportunities for more types of wildlife. She also explained that the organization is working on sustainability as she turns over more of her responsibilities to others. The Chairperson, Doug Brown, said that he would support recommending \$2,500 in funding and asked for a motion. Moved by Commissioner Ivy and seconded by Commissioner McMurtrie to recommend the Board of Supervisors approve a \$2,500 expenditure from the FY 20172018 Fish and Game Budget to the Eastern Sierra Wildlife Care for the rehabilitation of injured and orphaned wildlife. Motion carried unanimously.

Action Item - Approval of Minutes: The Commission considered approval of Minutes of the August 17, 2017 Commission Meeting. The Chairperson asked that the minutes be corrected to reflect Jim Erdman in the last paragraph on page one. Moved by Commissioner McIntosh and seconded by Commissioner Fredrickson to approve the minutes of the August 17, 2017 Fish and Wildlife Commission as corrected. The motion passed on a three to zero vote, with Commissioners McIntosh, Fredrickson and Brown voting yes, and with Commissioners Ivy and McMurtrie abstaining.

Action Item – Legislation: The Chairperson asked if there was any current legislation to be discussed. No discussion took place.

California Department of Fish and Wildlife Updates (DF&W) and other Agency Reports: The Chairperson asked for agency reports. Lt. Bill Dailey provided a staffing update. He went on to report on the deer hunting season and the new reporting requirements. The Commissioners and Lt. Dailey briefly discussed the penalty for not complying with the reporting requirements which is a \$21 fine. The discussion continued on the results of hunts from the various areas of the County. Mr. Mike Morrison, Wildlife Biologist, reported that the start-up meeting on the wildlife crossings would be held in Mammoth next week, with representatives of the Department and Caltrans. He said he thought that the first order of business would be to find funding for the project. Commissioner Brown ask for the time and place of the meeting explaining that he wanted to pass the information on to the California Deer Association because he believes they may have funding available for this type of project. Mr. Morrison and Mr. Brown agreed to get together after the meeting adjourned to talk more about the meeting. Mr. Jim Erdman reported on the upcoming “shocking of Hot Creek” explaining that volunteers are welcome for both the shocking and the follow-up stocking efforts. He said that this effort is the second in a

three-year study of the effects of the draught on Hot Creek. He went on to provide a brief update on the Wild Heritage Program.

Commission Member Reports: The Chairperson called for Commission Member reports. The Secretary reported that the Commission's request for authority to send a letter to the California Dept. of Fish and Wildlife concerning changing dove hunting season in the Eastern Sierra had been approved and the letter had been mailed. Commissioner Brown talked about reports he has received from friends concerning their experience with this year's deer hunting. The conversation included reports on the numbers of mountain lions and bobcats that have been observed.

Next meeting: The Commission discussed the date for the October meeting. The Chairperson confirmed that the meeting would be held on October 19, 2017.

Adjournment: Moved by Commissioner Ivy and seconded by Commissioner McMurtrie to adjourn the meeting at 3:15 p.m. Motion carried unanimously.

26

KAMMI FOOTE
Clerk-Recorder
Registrar of Voters
kfoote@inyocounty.us

(760) 878-0224
(760) 873-8481 x 0224
(760) 876-5559 x 0224
FAX: (760) 878-1805



COUNTY OF INYO
OFFICE OF THE CLERK-RECORDER
REGISTRAR OF VOTERS
P. O. Drawer F
Independence, California 93526

MICHELE HARTSHORN
Assistant Clerk-Recorder
mhartshorn@inyocounty.us

BRANDON BARDONNEX
Office Technician
bbardonnex@inyocounty.us

September 29, 2017

The Honorable Board of Supervisors
PO Drawer N
Independence, CA 93526

RE: Agenda item request

The Inyo County Elections office received the attached Resolution 2017-01 from the Starlite Community Service District. This is requesting the Board of Supervisors approve the Rescheduling of Governing Board Elections from Odd-Numbered years to Even-Numbered Years, in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the approval of the County of Inyo to Consolidate the same with the Statewide General Election Pursuant to Elections Code 10404. Please place the attached on the Board of Supervisors agenda under Correspondence – Action at your earliest convenience.

Sincerely,

Michele J. Hartshorn
Assistant Clerk-Recorder

:mjh/enclosure

BEFORE THE GOVERNING BODY OF THE
STARLITE COMMUNITY SERVICE DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA



A Resolution of the Governing Body of the Starlite Community Service District Approving the Rescheduling of Governing Body Member Elections from Odd-Numbered Years to Even-Numbered Years, in Accordance with Elections Code § 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the Approval of the County of Inyo to Consolidate the Same with the Statewide General Election Pursuant to Elections Code § 10404.

RESOLUTION NO: 2017 -01

WHEREAS, on September 1, 2015, Governor Brown signed Senate Bill 415 (Reg. Sess.), codified at Stats. 2015, ch. 235, enacting Elections Code §§ 14050-14057, which prohibits the holding of an election other than on a statewide election date if holding an election on a nonconcurrent date resulted in a significant decrease in voter turnout, as defined, and further authorizes voters to enforce this prohibition by filing an action in superior court; and

WHEREAS, the Starlite Community Service District currently conducts its elections for members of the District in November of odd-numbered years (*e.g.*, November 2015) pursuant to Elections Code § 1303 subdivision (a); and

WHEREAS, voter participation in Inyo County is greater for statewide general elections than for odd-year local elections, including special district governing body member elections; and

WHEREAS, the District believes that rescheduling to even-numbered year elections may enhance voter participation and further increase the percentage of voters participating in the Special Districts elections; and

WHEREAS, it is considered the view of the District that starting with the 2018 Special Districts elections, the public interest will be better served by election of its governing body members in even-numbered year elections, held in conjunction with the statewide general elections; and

WHEREAS, the District further recognizes that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, as a result of these facts, the District desires to change the date of future governing body member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation; and

WHEREAS, Elections Code § 1303(b) establishes a procedure whereby the District may change the election date for its governing body members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county, *see* Elec. Code § 10404; and

WHEREAS, if the change in election date is approved by the Inyo County Board of Supervisors, it is requested that the new election date be moved from November of odd-numbered years to November of even-numbered years commencing in 2020 with governing body members whose terms would have expired in 2019 being extended to 2020 and governing body members whose terms would have expired in 2021 being extended to 2022, as required by Elections Code § 10404(i) (refer to Exhibit A),

NOW, THEREFORE, BE IT RESOLVED that:

1. The above recitals are true and correct.
2. The undersigned, constituting at least a majority of the members of the Starlite Community Service District Governing Body, do hereby adopt this resolution to consolidate the election date for members of the District with the state general election in November of even-numbered years, beginning in 2020 pursuant to Elections Code § 1303(b).
3. The District shall forward the original copy of this resolution to the Inyo County Elections and Inyo County Board of Supervisors, who will consider the request for formal approval of the change at a public meeting within 60 days after submission and after the resolutions have been posted in accordance with law.
4. The District shall pay the expenses of mailing notice of approval of the change in election date by the Inyo County Board of Supervisors as required by Elections Code § 10404 subdivision (f).
5. If the consolidation of election is approved by the Board of Supervisors, the date of the District's next election will be moved to November 2020, and each subsequent governing body member election will be held two years thereafter in November of even-numbered years.
6. If the consolidation of election is approved, the terms of office of current governing body members expiring in November 2019 will be extended to November 2020 and the terms of members expiring in November 2021 will be extended to November 2022 (see Exhibit A).
7. In the event that the Inyo County Board of Supervisors declines to authorize consolidation in 2020 on the grounds specified in Elections Code § 10404(e), the Starlite Community

Service District Governing Body requests that the Inyo County Board of Supervisors authorize such consolidation at the soonest feasible date.

8. The District and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 25th day of September, 2017, at a regular meeting of the Governing Body of the Starlite Community Service District, by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 0

Dated: 25 September, 2017

Daniel Luttrell
Pres. - Starlite CSD

Starlite Community Service District

CERTIFICATION

I, Catherine Strand, District Secretary of the Starlite Comm. Service District, do hereby certify that the foregoing Resolution was proposed by Governing Body Member Catherine Strand seconded by Governing Body Member Marilyn Hardin, and was duly passed and adopted by a majority of the members of said Governing Body, at an official and public meeting thereof held on 25 September 2017

Dated: 26 Sep 2017

Carl M., Clerk

EXHIBIT A

#27

Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

CHRISTIE MARTINDALE
Assistant Auditor
cmartindale@inyocounty.us

KORTNI GIRARDIN
Payroll Tech I
kgirardin@inyocounty.us

TINA TILLEMANS
Administrative Analyst
ttillemans@inyocounty.us

IVONNE BUNN
Office Tech III
ibunn@inyocounty.us

HEATHER WILLIAMS
Office Tech II
hwilliams@inyocounty.us

September 28, 2017

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Ivonne J Bunn

STATEMENT

MONEY IN COUNTY TREASURY

FOR JULY -SEPTEMBER 2017

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26921 of the Government Code, and being duly sworn on oath, makes the following report for the period ending September 26, 2017.

Amount of money that should be in the treasury on September 26, 2017

is	\$129,337,980.49	
Receipts from 04/01/17-06/30/17	\$34,947,151.82	
(Less paid warrants) Amount actually therein is	(\$41,288,405.78)	
Active Balance		\$5,232,735.02
Silver		\$14.87
Currency		\$1,360.00
Certificates of Deposit		\$87,817,324.32
CD		\$24,472,812.86
Local Agency Debt		\$813,091.91
Deposits on Hand		
Corp Obligation		\$4,652,203.11
	122,996,726.53	\$122,989,542.09

Difference:

EL D CK#1868 TO SIFPD ACCT FEES - (\$90.44)

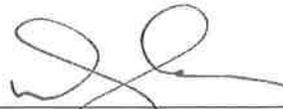
VAULT CASH DEPOSIT -(\$8,915.00)

EL D CK#1869 VTER TO UB \$1,821.00



County Auditor

Subscribed and sworn to before me this 28th day of September

Assistant Clerk of the Board of Supervisors
INYO COUNTY